

THE UNITED STATES DEPARTMENT OF JUSTICE, AN
OFFICE OF THE ATTORNEY GENERAL PHILIP MUR
DOUGHERTY, ETC., ET AL, PETITION

FOR A WRIT OF HABEAS CORPUS FOR JEFFREY
DAVIDSON, ET AL.

IN THE SUPREME COURT OF THE STATE OF NEW YORK

GRANTED BY THE COURT JANUARY 14, 1941

RECEIVED JANUARY 14, 1941

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1944

No.

CONGRESS OF INDUSTRIAL ORGANIZATIONS, AN
UNINCORPORATED ASSOCIATION, PHILIP MUR-
RAY, INDIVIDUALLY AND AS PRESIDENT OF
SAID CONGRESS OF INDUSTRIAL ORGANIZA-
TIONS, ET AL., PETITIONERS,

vs.

ROBERT E. McADORY, AS SOLICITOR OF JEFFER-
SON COUNTY, ALABAMA, AND HOLT McDOWELL,
AS SHERIFF OF JEFFERSON COUNTY, ALA-
BAMA

ON PETITION FOR A WRIT OF CERTIORARI TO THE SUPREME COURT
OF THE STATE OF ALABAMA

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[fol. 1]

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

ORGANIZATION OF COURT—January 3, 1944

**THE STATE OF ALABAMA,
Jefferson County:**

January 3rd, 1944, It Is Hereby Ordered that the Circuit Court of the Tenth Judicial Circuit of Alabama, be in regular and continuous session, and open for the transaction of business of all judicial proceedings of any and every kind, during the whole of the calendar year, 1944.

Said Court is duly organized on this day for said session above declared by there now being present and organized for the conduct of Court during said session, the officers authorized to hold and serve said Court, namely: Hon. J. Russell McElroy, Presiding Judge; Leigh M. Clark, C. B. Smith, Whit Windham, J. Edgar Bowron, Richard V. Evans, Geo. Lewis Bailes, Robert J. Wheeler, John C. Morrow, E. M. Creel, Gardner Goodwyn, Judges of said Court; also O. L. Andrews, Clerk of said Court, G. H. Boyd, Register of said Court; Robert E. McAdory, Solicitor for the Tenth Judicial Circuit of Alabama; Rose Huey, Deputy Clerk of said Court, Holt A. McDowell, Sheriff of Jefferson County, Alabama.

J. Russell McElroy, Presiding Judge.

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

CONGRESS OF INDUSTRIAL ORGANIZATIONS, an Unincorporated Association; Philip Murray, Individually and as President of said Congress of Industrial Organizations; Alabama State Industrial Union Council, an Unincorporated Association; Carey Haigler, Individually and as Secretary of said Alabama State Industrial Union Council; United Steel Workers of America, an Unincorporated Association; David McDonald, Individually and as Secretary-Treasurer of said United Steel Workers of America; International Union of Mine, Mill & Smelter Workers, an

Unincorporated Association; Reid Robinson, Individually and as President of said International Union of Mine, Mill & Smelter Workers; Textile Workers Union of America, an Unincorporated Association; Emil Rieve, Individually and as President of said Textile Workers Union of America; Local Union No. 1015 of the United Steel Workers of America, an Unincorporated Association; Hoyt Brant, Individually and as President of said Local Union No. 1015; Local Union No. 2971 of the United Steel Workers of America, an Unincorporated Association; William Nathan, Individually and as President of said Local Union No. 2971; Local Union No. 2382 of the United Steel Workers of America, an Unincorporated Association; R. C. Seruggs, Individually and as President of said Local Union No. 2382, Complainants,

vs.

ROBERT E. McADORY, as Solicitor of Jefferson County, Alabama; and Holt McDowell, as Sheriff of Jefferson County, Alabama, Respondents

[fol. 2]. BILL OF COMPLAINT AND PETITION FOR DECLARATORY JUDGMENT, INTERLOCUTORY AND PERMANENT INJUNCTION—
Filed August 11, 1943

To the Honorable Judges of the Tenth Judicial Circuit of Alabama, in Equity Sitting:

Humbly complaining come the complainants and respectfully show unto this Honorable Court the following facts:

1. At all times herein mentioned the Congress of Industrial Organizations was and now is a voluntary and unincorporated association composed of numerous voluntary and unincorporated associations or labor unions, the said affiliated associations having an aggregate membership of several million persons in all States of the United States, and in Canada, including officers and several thousand members in Jefferson County, the State of Alabama, and all of said members are classified according to their various trades and industries into separate, voluntary and unincorporated associations or Labor Unions. The Congress of Industrial Organizations maintains its principal office in the City of Washington, District of Columbia. The complainant Philip Murray at all times herein mentioned was

and now is a member of a labor union affiliated with the said Congress of Industrial Organizations and was and is the duly elected, qualified and acting President of the said Congress of Industrial Organizations.

2. At all times herein mentioned, the Alabama State Industrial Union Council was and now is a voluntary and unincorporated association composed of voluntary and unincorporated associations or labor unions located in the State of Alabama, and in Jefferson County, Alabama, the said affiliated Labor Unions having an aggregate membership of many thousands of persons in the State of Alabama and in Jefferson County, Alabama. The Complainant Carey Haigler at all times herein mentioned was and now is a member of a labor union affiliated with the said Alabama State Industrial Union Council and was and now is the duly qualified, elected and acting Secretary of the said Alabama State Industrial Union Council, and is a resident citizen of Jefferson County, Alabama.

3. At all times herein mentioned, the United Steel Workers of America was and now is a voluntary association of employees employed in steel plants and has many thousands of members in numerous States of the United States and in Canada, including many thousands of members in the State of Alabama, and more than twenty-five members in Jefferson County, Alabama. It is affiliated with the com-[fol. 3] plainant Congress of Industrial Organizations. Its members are organized into autonomous subdivisions known as Local Unions, a number of which consist in whole or in part of persons, more than twenty-five in number, who are residents of the State of Alabama, and working in the State of Alabama. This complainant and its local units in the State of Alabama have been designated and selected as collective bargaining representative by the majorities of employees of each of many employers within the State of Alabama and Jefferson County, Alabama, within appropriate collective bargaining units, including employers engaged in interstate commerce and subject to the National Labor Relations Act, and the said complainant and its local unions have been certified by the National Labor Relations Board as the exclusive collective bargaining agents of said employees within said appropriate collective bargaining units. It maintains its principal office in the City of Pittsburgh, State of Pennsylvania. The

Complainant David McDonald, at all times herein mentioned was and now is a member of the said United Steel Workers of America and is the duly elected, qualified and acting Secretary-Treasurer of said United Steel Workers of America.

4. At all times herein mentioned the complainant International Union of Mine, Mill and Smelter Workers was and now is a voluntary association of employees employed in mining and smelting industry and has many thousands of members in numerous States of the United States and in Canada, including thousands of members in the State of Alabama and in Jefferson County, Alabama. It is affiliated with the complainant Congress of Industrial Organizations. Its members are organized into autonomous subdivisions known as local unions, a number of which consist in whole or in part of persons, more than twenty-five in number, who are residents of the State of Alabama and work in the State of Alabama. Complainant and its local units in the State of Alabama have been designated and selected as collective bargaining representative by the majorities of employees of each of many employers within the State of Alabama and within Jefferson County, Alabama, within appropriate collective bargaining units, including employers engaged in interstate commerce and subject to the National Labor Relations Act, and the said Complainant and its local unions have been certified by the National Labor Relations Board as the exclusive collective bargaining agents of said employees within said appropriate collective bargaining units. It maintains its principal office in the City of Denver, State of Colorado. The Complainant, Reid Robinson, at all times herein mentioned was and now [fol. 4] is a member of the said International Union of Mine, Mill and Smelter Workers; and was and now is the duly elected, qualified and acting President of said International Union of Mine, Mill and Smelter Workers.

5. At all times herein mentioned the Textile Workers Union of America was and now is a voluntary association of employees employed in textile plants and has many thousands of members in numerous States of the United States, including thousands of members in the State of Alabama and in Jefferson County, Alabama. It is affiliated with the Complainant Congress of Industrial Organizations. Its members are organized into autonomous subdivisions.

known as local unions, a number of which consist in whole or in part of persons, more than twenty-five in number, who are residents of the State of Alabama, and work in the State of Alabama. Complainant and its local units in the State of Alabama have been designated and selected as collective bargaining representative by the majorities of employees of each of many employers within the State of Alabama, and within Jefferson County, Alabama, within appropriate collective bargaining units, including employers engaged in interstate commerce and subject to the National Labor Relations Act, and the said complainant and its local unions have been certified by the National Labor Relations Board as the exclusive collective bargaining agents of said employees within said appropriate collective bargaining units. It maintains its principal office in the City of New York, State of New York. The Complainant, Emil Rieve, at all times herein mentioned was and now is a member of the said Textile Workers Union of America and was and now is the duly elected, qualified and acting President of said Textile Workers Union of America.

6. Local Union No. 1015 of the United Steel Workers of America is and at all times herein mentioned was a voluntary and unincorporated association, which is a local or subdivision of the complainants United Steel Workers of America, and is composed of more than twenty-five persons who are employees of the Virginia Bridge Company, at Birmingham, Jefferson County, Alabama, and who are resident citizens of Jefferson County, Alabama. The said local has been duly and officially certified by the National Labor Relations Board as the duly designated and qualified collective bargaining agent within the meaning of Section 9, of the National Labor Relations act, of certain groups of employees in the appropriate collective bargaining units, [fol. 5] employed by the said Virginia Bridge Company at the said plant at Birmingham, Jefferson County, Alabama. The said Virginia Bridge Company is engaged in interstate commerce, and is subject to the jurisdiction of the National Labor Relations Board. The United Steel Workers of America has a contract with the said Virginia Bridge Company covering the plant located at Birmingham, Jefferson County, Alabama, as well as plants of the said Company located outside of the State of Alabama. The Complainant, Hoyt Brant, at all times herein mentioned was and now

is a member of the said Local Union and is the duly elected, qualified and acting President of the said Union, and is employed by the said Virginia Bridge Company at the plant at Birmingham, Jefferson County, Alabama.

7. Local Union No. 2971 of the United Steel Workers of America is, and at all times herein mentioned was, a voluntary and unincorporated association which is a local or subdivision of the Complainant United Steel Workers of America, and is composed of more than twenty-five persons who are employees of the Caldwell Foundry and Machine Company, at Birmingham, Jefferson County, Alabama. The said union has not as yet been designated as the collective bargaining agent of a majority of the employees of the said Caldwell Foundry and Machine Company in any appropriate collective bargaining unit, and is now engaged in the process of inducing employees of the said Company to designate and affiliate with this complainant. The said Caldwell Foundry and Machine Company is engaged in interstate commerce and is subject to the jurisdiction of the National Labor Relations Board. The Complainant, William Nathan, at all times herein mentioned was and now is a member of said local union, and is the duly elected, qualified and acting President of the said union, and employed by the said Caldwell Foundry and Machine Company, of Jefferson County, Alabama, and is a resident citizen of said County.

8. Local No. 2382 of the United Steel Workers of America is and at all times mentioned herein was a voluntary and unincorporated association, which is a local or subdivision of the complainant United Steel Workers of America, and is composed of more than twenty-five persons who are employees of the Republic Steel Corporation at its plant in Jefferson County, Alabama, and who are resident citizens of the said County. The said local union has been duly and officially certified by the National Labor Relations Board as the duly designated and qualified collective bargaining agent, within the meaning of Section 9 of the National Labor Relations Act, of said group of employees in appropriate collective bargaining units, employed by the [fol. 6] said Republic Steel Corporation, at the said plant in Jefferson County, Alabama. The said Republic Steel Corporation is engaged in interstate commerce, and is subject to the jurisdiction of the National Labor Relations Board.

The United Steel Workers of America have entered into a collective bargaining agreement with the said Republic Steel Corporation, which said agreement is now in effect, and which said agreement by its terms adopts substantially the full contents of the agreement between the said Republic Steel Corporation and the said United Steel Workers of America governing numerous plants operated by the said Steel Corporation outside of the State of Alabama. The Complainant R. C. Scruggs at all times herein mentioned was and now is a member of the said Local union and is the duly elected, qualified and acting President of the said Union, and employed by the said Republic Steel Corporation at its plant in Jefferson County, Alabama, and is a resident citizen of Jefferson County, Alabama.

9. All Complainant unincorporated associations are organizations and associations of employees, including employees working in the State of Alabama, and including employees working in Jefferson County, Alabama, in various trades, occupations and industries who have from time to time assembled and associated together and are assembling and associating together for the purpose of organizing themselves into voluntary and unincorporated associations and for the purpose of forming, joining and assisting their organizations so formed, including the complainants herein named, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining and otherwise dealing with their employers concerning hours of employment, rates of pay, tenure or other terms or conditions of employment, grievances of any kind relating to employment, and for other mutual aid and protection. The members of Complainant unincorporated associations are not subject to the Act of Congress known as the Railway Labor Act.

10. The said employees have associated and assembled and formed voluntary associations, named herein as complainants, and other labor unions affiliated with the said complainants for the following activities necessary to the effectuation of the foregoing purposes:

(a) Exchanging and discussing among and between themselves ideas and information related to the foregoing purposes and arriving at mutual and common decisions;

[fol. 7] (b) Disseminating to the public, to fellow-employees who have not joined in the association and to public officials and representatives of government, both of the various states, including Alabama, and of the United States facts, information and opinions concerning the said association, its purpose and objectives and the problems of its members and of wage earners generally, the benefits of the National Labor Relations Act, the Railway Labor Act, and other Federal statutes and the rights granted thereby;

(c) To cement the interest of organized labor and of employees in individual trades and industries for their mutual protection, to establish fraternal relations among such employees, to insure harmonious cooperative action, to protect and promote the rights, privileges and immunities of the wage earners and the general welfare of labor organizations and employees represented by and affiliated with the complainants and of labor generally, and to increase the dignity of labor and elevate it to a higher level of good citizenship.

11. The said employees have, through their local and national unions, associated and assembled and formed the National and International associations with the objective and purpose of further effecting all of the foregoing purposes and also to create and encourage a closer federation and cooperation through the organization of councils or regional groups in cities and States; to establish national and international labor organizations based upon the autonomy of each trade or industry; to establish a national association of all national and international labor organizations; to aid and assist each other; to aid and encourage public support for union members and union-made materials; to inform the public by peaceful and legal methods concerning the objectives of organized labor and the need for better working and health standards; and to aid and encourage the labor press of America.

12. The Alabama Employees affiliated with the Congress of Industrial Organizations have through their local and national unions, associated and assembled and formed the Alabama State Industrial Union Council with the objective and purpose of further effecting all of the foregoing objectives and purposes and also to devise means for the complete organization of labor in Alabama; to promote

good citizenship; to establish better communication between the labor unions of said State; to secure united and harmonious action in all matters effecting the welfare of organized workers; to circulate labor literature and promote [fol. 8] economic intelligence; to inform the public concerning the activities of public officers and concerning the merits and evils of proposed legislation; to collect statistics concerning labor so that organized labor may be better informed in preparing laws calculated to benefit the laboring people; to discourage and to prevent the growth of child labor; to prevent the practice of blacklisting; to unite the efforts of labor organizations for better and healthier working conditions; to encourage workers for wages to organize themselves for the protection of their rights and the advancement of their special vocations, and to promote the closest possible unity among labor people in matters of general concern. There are numerous separate unincorporated labor organizations in the State of Alabama affiliated with the said Alabama State Industrial Union Council, for the objective and purposes aforesaid and the said Alabama State Industrial Union Council is composed of delegates appointed by or represented by said various labor organizations in the State of Alabama.

13. In the effectuation of the purposes aforementioned it is the necessary objective and practice of labor organizations and of the complainants herein mentioned and their affiliates to negotiate and bargain with persons employing members of such organizations with respect to wages, hours, tenure, and other terms and conditions of employment of the members of said unions and pertaining to other matters affecting or threatening the economic standards and the mutual welfare of the members of said union and to arrive at mutual agreements embodied in collective bargaining contracts with said employers. Some of the Complainant unincorporated associations have entered into and are now parties to such collective bargaining agreements with employers, the predominant part of whose business involves the transportation or shipment of goods, articles, material or commodities from and to the State of Alabama, to and from other states, and are otherwise engaged in business affecting interstate commerce, and the members of such complainant unincorporated associations employed by such employers are likewise engaged in such interstate

commerce. Some of said collective bargaining agreements cover in a single national agreement numerous employees and establishments of a single employer including establishments both in the State of Alabama, including Jefferson County, and in other states, and the administration and enforcement of said contracts depends upon the joint activity of the national or international complainant unincorporated association which is party to the agreement and its local union or unions into which the employees of the [fol. 9] said employer are organized.

In the effectuation of the purposes aforementioned and to make effective the negotiation and bargaining aforementioned, it has been the necessary objective and practice of labor organizations and of the complainants herein mentioned and their affiliates to seek to bring into association and assembly with themselves all employees in their respective trades and industries.

14. In the course of such negotiation and bargaining issues have arisen between said union and the members thereof on the one side and the employers employing members of said unions on the other, pertaining to wages, hours and working conditions and relative to the right of representation and to collective bargaining and pertaining to other matters affecting or threatening the economic standards or the mutual welfare of the members of said unions, including the terms of employment and discharge of employees and including the matters and subjects of negotiations set forth in paragraph 13 above. In the determination and settlement of such issues it has been necessary on occasions for the members of labor organizations, including members of the complainants herein named, and of organizations affiliated with them, to cease work in concert and to refuse to work for one or more employers and to make known to the public and to fellow employees the facts relating to the issues involved, by such peaceful means of publication as may be available, including the issuance of circulars and other printed material and word of mouth. On some of such occasions when such concerted cessation of work has become essential, it is impossible to conduct a secret ballot in writing among all employees in the business, plant or unit involved. A requirement that such ballot be conducted would make such a concerted cessation of

work impossible. In determination of and settlement of such issues and in the effectuation of the purposes and objectives of labor organizations hereinabove set forth it has been necessary on occasion for members of the complainants herein named, and of organizations affiliated with them to attempt to persuade, induce and by other lawful means, including the means hereinabove set forth, to cause or seek to cause persons dealing with or otherwise related to an employer, to persuade, induce or cause or seek to persuade, induce or cause said employer to grant to his employees certain requests, rights, privileges and benefits concerning the subject matter of negotiation and the bargaining between such employer and said employees, all as [fol. 10] hereinabove set forth.

15. For the effectuation of the foregoing purposes and the carrying-on of the foregoing acts and activities of labor organizations and of the complainants herein it has been and is necessary for the members assembled and associated into such organizations to engage officers, hire and retain employees, purchase and print newspaper, circulars and other matter, maintain records, and to contribute to, establish and maintain funds and accounts and otherwise to raise money essential for the foregoing activities.

16. For the foregoing purposes, the members of each labor union and of each of the complainant labor unions have jointly agreed upon mutual contributions to be made by each member on such basis and such terms and conditions as the members of each organization have determined. These mutually agreed upon contributions of the members, together with such additional income as may be derived from the investment of joint funds so created, constitute the sole source of income and the sole funds and moneys possessed by labor organizations and by the complainant unincorporated associations. The funds so obtained are used for the purposes, among others, of informing members of complainant unincorporated associations and the public concerning the records and qualifications of candidates for public office, and concerning the merits and evils of proposed legislation. For the purpose of so informing the public and their own members complainant unincorporated associations have on occasions made financial contributions to political parties, to persons running for political or party office, to committees of political

parties or of candidates for office as a part of the campaign expenses of such party, person or committee and the expenditure of funds in the furtherance of the candidacy of candidates for public office. Labor organizations, including the complainants in the present action, are accountable to and do account to members of such organizations for all funds received, possessed and handled by such organizations. The facts respecting the extent of and the distribution of the funds of a labor organization, including the complainants herein, are not, except by common consent of the members in accordance with the rules governing the operation of the organization as adopted by the members, made known to employers of members of the said organizations. The disclosure of such information to employers and to persons with interests adverse to those of the complainants would be detrimental to the best interests of the members of said organizations and to the achievement of the purposes and objectives herein set forth.

[fol. 11] 17. For the effectuation of the purposes of their mutual assembly and association as herein set forth, members of labor organizations, including the complainants herein, and each and all of said members, including those in the State of Alabama, from time to time are required by their fellow-members to, or of their own volition, engage in all of the acts and activities hereinabove set forth, including the solicitation, urging and persuasion of non-members to join the union, and as part of such activity the collecting and accepting payment of dues, fees, assessments, fines, and other moneys from members.

18. In the exercise of their rights of association and free assembly and free speech and in the effectuation of the foregoing purposes through said free speech and free assembly, the members of labor organizations, including the complainants herein mentioned and their affiliates, have reached joint agreement upon their mutual obligations and operations; the rules governing the time and manner of arriving at decisions respecting mutual and joint action, requests to be made in negotiation and bargaining as hereinabove described, actions to be taken in pursuance of said requests and other objectives of the organization. The members associated and assembled into said Labor organizations, including all complainants herein and their

affiliates have entered into mutual agreement among themselves and with other persons associated and assembled into local unions in States other than the State of Alabama affiliated with the same national organizations as members of complainant unions in Alabama, with respect to the mutual obligations of all of said local unions and the mutual obligations between said local unions and their members and their respective national unions, including obligations and agreement with respect to manner of decisions respecting joint actions and requests to be made in negotiations and bargaining. All of said mutual agreements, understandings, and decisions as herein set forth have been made and adopted by the persons associated and assembled into the said labor organizations for the necessary operations of their organization and the effectuation of their objectives, purposes and rights. A requirement that local unions and members in the State of Alabama comply with rules different from and at variance with those adopted by mutual agreement among all the persons associated and assembled into the national and local organizations herein mentioned would interfere with, injure and destroy the effective operation of the said local unions and national unions and prevent the exercise of the rights [fol. 12] and achievement of the purpose and objectives herein set forth, and interfere with and prevent effective collective bargaining with employers in Alabama, with employees in other States competing with employers in Alabama and with those employers who operate plants both in the State of Alabama, and other States.

19. For the effectuation of the purposes of their mutual assembly and association as herein set forth, members of labor organizations, including the complainants herein, have selected, elected and employed national officers and representatives who, as part of their duties and obligations and functions, engage on behalf of the said labor organizations in the solicitation and persuasion of employees to become members, and in the collection or accepting payment of dues, fees, assessments, fines or others moneys from members of labor organizations including the complainants herein, and some of said officers and representatives maintain offices in States other than the State of Alabama and from time to time enter the State of Alabama for short

periods to perform all of their functions, including the foregoing, on behalf of and in cooperation with members of said labor organizations, including all complainants herein.

20. Some of the complainant unincorporated associations have as members and accept for membership or are affiliated with labor organizations which permit membership to administrative, professional or supervisory employees. The constitution and by-laws of all complainant unincorporated associations and all labor organizations to which they are affiliated, including the complainant unincorporated associations and other labor organizations referred to immediately above, permit membership to employees other than those in executive, administrative, professional or supervisory capacities.

21. The foregoing activities as carried on by labor organizations and their members and by the Complainants in the present action and other persons represented by these complainants constitute the only effective means possessed by organized labor to inform the public and otherwise deal with practices of employers which are destructive of public policy and of the interests of wage earners generally and of members of labor organization and of the complainants herein, and said activities are concomitants of the rights of employees to organize into labor organizations and to bargain collectively with employers and otherwise to advance their mutual interests and welfare.

22. The members of the complainant unincorporated associations and the officers, agents and employees of the said associations and the members of all other organizations of employees having members who are residents of the State of Alabama and organized for the purpose of dealing with employers concerning hours of employment, rates of pay, working conditions, or grievances of any kind relating to employment and the officers, agents and employees of such organizations constitute a class situated similarly to the complainants herein with respect to the matters herein alleged and are so numerous as to make it impractical or impossible to bring them all before this Court, but the rights and interests of all persons with respects to the thing and matters in this complaint alleged are fairly represented by the complainants herein who

bring this suit for and on behalf of themselves and all other organizations and persons similarly situated.

23. The Respondent Robert E. McAdory at all times complained of was, and is Solicitor of Jefferson County, Alabama, and as such is charged with certain duties under Senate Bill 341, Act No. 298 of the Legislature of Alabama of 1943, a copy of which is hereto attached and made a part hereof the same as if set out herein, said duties being more particularly enumerated in Section 18 of said Act.

24. The respondent Holt McDowell at all times complained of was and is Sheriff of Jefferson County, Alabama.

25. The Complainants aver that heretofore the Legislature of the State of Alabama of 1943 passed, the Governor of said State on or about June 29, 1943, duly approved a statute known as Senate Bill 341, Act. No. 298, of the Legislature of Alabama of 1943, and entitled:

AN ACT to create a Department of Labor of the State of Alabama and to provide for its personal, powers, functions, and duties and the performance thereof, to provide for the appointment by the Governor of boards of mediation, and to provide for their personnel, powers, functions, duties, and procedure, to regulate the activities and affairs of labor organizations and to require reports thereby, to make unlawful interference with the right to work or with the obtaining, use, or disposition of materials, equipment, or service, to regulate the exercise of the right to strike, to prohibit the collection, receipt or demand of money for the privilege of working, to prohibit executive, administrative, professional, or supervisory employees from becoming members in certain labor organizations, to prohibit political contributions by labor organizations, to create [fol. 14] civil liability and to establish civil and criminal penalties and remedies for the violation of this Act and to provide for the enforcement thereof, to make an appropriation for the administration of this Act, and to repeal subsection (2) of Section 3, and subsection (3) of Section 3, and Section 28 of Title 26 of the Code of Alabama.

26. The Complainants further allege that the operation and enforcement of the said alleged statute threatens the

invasion and destruction of rights, privileges and immunities guaranteed and secured to the complainants by the Constitution and Laws of the United States and of the State of Alabama as herein set forth, and will invade and destroy the personal and property rights of the complainants, resulting in a multiplicity of suits and work irreparable injury on complainants and all those in their class.

27. The Complainants are informed and believe and upon such information and belief do allege that the respondents contend that the operations and actions of said labor unions and the members thereof, and the complainants, are unlawful and criminal, unless said unions and members and complainants comply with the provisions and requirements of said statute which complainants claim violates their constitutional rights and privileges.

28. The Complainants are informed and believe and upon such information and belief do allege that it is the intent and purpose of the respondents, acting under the statutory authority illegally granted them by said statute, to enforce the labor unions having members in the State of Alabama, and complainants to comply with said illegal statute.

29. The Complainants are informed and believe and upon such information and belief do allege that the respondents threaten to and will, unless enjoined by this Court, file criminal complaints and proceedings for the collection of civil penalties prescribed in said alleged statute and other legal proceedings against, and will prosecute each and all of the union officers, agents and members thereof, including these complainants, and any other person or persons doing any of the acts specifically forbidden by and held to be a violation of said alleged law, and will, unless restrained by this Court, cause them to be arrested and will prosecute them for the alleged violation of said alleged law.

30. The aforesaid threatened acts of respondents, under color of the alleged statute, will work an irreparable injury to labor unions and their members and these complainants, and result in interminable litigation, unless these complainants have relief in equity. Enforcement of the terms and provisions of the said alleged statute will deprive the complainants of the services, aid and assist-

ance of members and employees of the complainant unincorporated associations, and will deprive the complainants of the benefits and privileges of mutual association and assembly and of the mutual obligations heretofore assumed by members of the complainant organizations in such mutual association and assembly. It would deprive the complainants and all the members of the complainant unincorporated associations of the benefits, rights, privileges and immunities heretofore received and now possessed under contracts made by and with complainant unincorporated associations and by and among the members thereof, and will prevent the complainants and all members of the complainant unincorporated associations from engaging in all of the activities hereinbefore set forth and from securing the benefits, objectives and purposes of their mutual association and assembly as hereinabove set forth, and will irreparably injure and destroy the complainant unincorporated associations. The acts of Respondents as threatened and intended aforesaid will interfere with and prevent and cause a cessation and denial of collective bargaining relations between the complainant unincorporated associations and employers and interfere with and prevent the renewal and continuance of contracts and agreements now in effect between the said complainants and employers and others, including contracts which by their terms provide for automatic renewal. The filing of criminal complaints against or the prosecuting of one or more of complainants or one or more members or officers of complainant unincorporated associations will, during the pendency of such prosecution, work all of the said irreparable injury to all of the said complainants and all of the members of the complainant unincorporated associations and all of the members of labor unions in the State of Alabama. The acts of respondents as threatened and intended aforesaid will interfere with and prevent and cause a cessation and denial of collective bargaining relations between the complainant unincorporated associations and employers and interfere with and prevent the renewal and continuance of contracts and agreements now in effect between the said complainants and employers and others, including contracts which by their terms provide for automatic renewal. The filing of criminal complaints against or the prosecuting of one or more of complainants or one or more members

[fol. 16] or officers of complainant unincorporated associations will, during the pendency of such prosecution, work all of the said irreparable injury to all of the said complainants and all of the members of the complainant unincorporated associations and all of the members of labor unions in the State of Alabama. The acts of respondents as threatened and intended aforesaid will further result in a multiplicity of prosecutions against the complainants and each of them and the members and officers thereof.

31. The Complainants are informed and believe and upon such information and belief do allege that the respondents threaten to and will enforce the provisions of said unconstitutional statute, and the complainants believe that they will do so unless restrained by an injunction order of this Court; that by reason of the matters hereinbefore alleged there exists a controversy between these complainants and the class they represent, and the above named respondents, and complainants have no plain, speedy or adequate remedy at law; that by reason of the above and foregoing, it is necessary for the protection of the rights of these complainants and the labor organizations represented by them, and the members thereof, that they secure a declaratory judgment as to the constitutionality and validity of said alleged statute, and the various provisions thereof, and pending a determination of this action that complainants be granted a temporary injunction against the respondents, and that thereafter the respondents be permanently enjoined from enforcing the provisions of said illegal statute.

32. The Complainants further allege that they are guaranteed certain rights and privileges under the Constitution of the United States, and that the Act aforesaid infringes upon and violates such constitutional rights of the complainants and in particular contravenes the following provisions of the Constitution of the United States:

Article I, Section 8, providing that Congress shall regulate commerce among the several states; and,

Article I, Section 10, providing that no state shall make laws impairing the obligation of contract.

Article VI providing the Constitution and laws of the United States which shall be made in pursuance thereof shall be the supreme law of the land; and

Amendment I providing freedom of speech shall not be abridged and the people shall have the right to peacefully assemble and to petition the government for a redress of [fol. 17] grievances, secured against state abridgment by Section 1, of the 14th Amendment; and,

Amendment IV and Amendment 9 providing the enumeration in the Constitution of certain rights shall not be construed to deny others retained by the people, secured against abridgment by Section 1 of the 14th Amendment; and,

Amendment 13 forbidding slavery or involuntary servitude within the United States; and,

Amendment 14, Section 1, providing no state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty, or property, without due process of law, nor deny to any person within its jurisdiction the equal protection of the law.

The Complainants further allege that they are guaranteed certain rights and privileges under the Constitution of the State of Alabama, and that the Act aforesaid infringes upon and violates such constitutional rights of the complainants and in particular contravenes the following provisions of the Constitution of the State of Alabama:

Article I, Section 1, providing that all men are equal, endowed with certain inalienable rights, that among these are life, liberty and the pursuit of happiness.

Article I, Section 2, providing that all political power is inherent in the people and all free governments are founded on their authority, and that they have at all times the inalienable right to change their form of government in such manner as they may deem expedient.

Article I, Section 4, providing that no law shall restrain liberty of speech or of the press and guaranteeing that every person may speak, write and publish sentiments on all subjects being responsible for abuse of that liberty.

Article I, Section 5, providing that no warrants shall be issued to search any place without probable cause.

Article I, Section 6, providing that in criminal prosecutions the accused has the right to demand the nature and cause of the accusation.

Article I, Section 7, providing that no person shall be punished but by virtue of a law established and promulgated prior to the offense and legally applied.

Article I, Section 15, providing that excessive fines shall [fol. 18] not be imposed.

Article I, Section 22, providing that no ex post facto law, nor any law impairing obligation of contracts, or making any irrevocable or exclusive grant of special privilege or immunities shall be passed.

Article I, Section 25, providing that citizens have the right in a peaceable manner to assemble together and to apply for redress of grievances.

Article I, Section 32, providing that no form of slavery shall exist and there shall not be any involuntary servitude.

Article I, Section 36, providing that everything contained in the declaration of rights (Article I) is excepted out of the general powers of government and shall forever remain inviolate.

Article IV, Section 45, providing that each law shall contain but one subject which shall be clearly expressed in its title.

33. The Complainants further allege that the Act aforesaid is void, unenforceable, unconstitutional, and of no legal effect whatever, for the following reasons, to-wit:

Said alleged statute purports to regulate the relations of employees and employers engaged in interstate commerce, producing goods for interstate commerce, and engaged in occupations affecting interstate commerce, and purports to regulate the activities of labor organizations, national in character, whose activities in the State of Alabama are incidental to their national activities, the power to regulate interstate commerce being within the exclusive province of the United States Government within the meaning of Article I, Section 8, of the Constitution of the United States.

34. Said alleged statute violates Article I, Section 10, of the Constitution of the United States and Article I, Sections 22 and 36 of the Constitution of the State of Alabama in that said alleged statute purports to impair, interfere with and modify the obligations and agreements mutually assumed by and among members, officers and agents of labor

organizations and by and between said organizations and employers and others. It impairs and interferes with the rights, privileges and immunities of said labor organizations and the members thereof to enter into and conclude agreements by and among themselves, by, with and through their mutual associations and with employers and others.

35. Said alleged statute violates Article VI of the Constitution of the United States in that said alleged Act is in conflict with the provisions of the National Labor Relations Act, Title 29, Sections 151 to 166, U. S. Code Ann., and in that said act is in conflict with and violates the public policy and law of the United States with respect to employees engaged in interstate commerce, or producing goods for interstate commerce, or engaged in occupations affecting interstate commerce, as laid down in Section 151, of said Code, and it is further in conflict with and violates and seeks to abrogate the rights and privileges conferred on all such workers by section 157 and 158 of said Code aforesaid.

36. Said alleged statute is in conflict with and violates provisions of the 13th Amendment to the Constitution of the United States and Article I, Section 32 of the Constitution of the State of Alabama in that by Section 13 thereof, it denies to workers in the State of Alabama the right to simultaneously cease their employment with their employer, except in the special and exceptional circumstances permitted by said section and denies to workers in the State of Alabama by Section 12 the right to refuse to work upon products produced or handled under circumstances inimical to the welfare of such workers, thus compelling all such persons to perform services for such employer against their will contrary to such constitutional provision aforesaid.

37. Said alleged statute deprives labor unions and the members of labor unions and the complainants herein and the members of complainant unincorporated associations of liberty and property without due process of law and specifically of the fundamental right of free speech and freedom of the press and the right to peacefully assemble and to petition for redress of grievances guaranteed to them by Article I, Sections 1, 2, 4, 25 and 36, of the Constitution of the State of Alabama, and the First Amendment to the Constitution of the United States, which is secured against

abridgment by the States by the Fourteenth Amendment to the Constitution of the United States in the following particulars; to-wit:

38. Said alleged statute by various sections, and among others by the terms of Section 7 thereof, forbids persons and groups of persons to assemble together and freely discuss their desires as to joining a labor union, and forbids persons or groups of persons from attempting to persuade others to join a labor organization or from otherwise giving publicity to the advantages and benefits of joining a labor organization, to use peaceful persuasion [fol. 20] and lawful publicity, to enlarge the membership of a labor union and to make known the provisions of the National Labor Relations Act and the bargaining rights of labor unions under said Act, and otherwise to exercise the inherent and fundamental right to speak freely and to state the true and actual facts relating to labor unions, or in any industrial controversy or otherwise engage in the activities or to attempt to achieve the objectives and purposes of labor organizations as hereinabove set forth unless the said person or persons or the groups so assembling file certain designated documents with the Department of Labor of the State of Alabama as a prerequisite to the exercise of said constitutional rights.

39. Said statute by its various sections, among others, Sections 8, 9, 10, 11, 12, 13, and 14; forbids persons from ceasing work, refusing to engage in work, from giving publicity to facts, information and opinions with respect to a labor dispute and the advantages and benefits of organized labor and to use peaceful persuasion and lawful publicity to induce others to engage in similar activities, to make known the provisions of the National Labor Relations Act and the bargaining rights of labor under said act and to exercise the inherent and fundamental right to associate and assemble and exchange information and opinions and to speak freely concerning the true and actual facts relating to labor unions and employers in any industrial controversy, except in compliance with unreasonable and unlawful limitations set forth in the said statute and in the said sections thereof.

40. Said alleged statute by its various sections, among others Sections 15, 16, and 17, is an arbitrary and unrea-

sonable interference with and prohibition upon labor unions and their members and the complainants herein and the members of complainant unincorporated associations in their constitutional right to conduct their own lawful internal and mutually agreeable affairs, and in their constitutional right to engage in the activities of labor organizations and the members thereof as hereinbefore set forth for the objectives and purposes hereinabove described.

41. By virtue of the foregoing the statute deprives labor unions and their members of liberty and property without due process of law, and abridges their privileges and immunities and denies them the equal protection of the law contrary to Section 1 of the Fourteenth Amendment to the Constitution of the United States and Article I, Section 22, of the Constitution of the State of Alabama; and, further, by virtue of the fact that said statute denies to labor unions [fol. 21] and the members thereof privileges and immunities and equal protection of the laws allowed all other classes of citizens of the State of Alabama, said statute in most of its provisions is applicable solely to labor unions and all other voluntary associations are exempt therefrom, and arbitrarily applies to labor unions limitations, restrictions, injury and interference not applied to any corporations or group other than labor unions. The provisions of said statutes are an arbitrary selection of labor unions and members, based on an arbitrary distinction without any foundation.

42. The alleged statute by limiting the right to cease work to a majority of the employees of any business, plant, or unit thereof, as provided for in Section 13 of the statute, and by denying such rights and privileges to minorities of employees or to members of labor unions who may not constitute a majority of the employees, works an arbitrary, unreasonable fictitious classification and one without any substantial basis in law.

43. The said statute is in conflict with and violates the due process of law clause of the Fourteenth Amendment to the Constitution of the United States, and of Article I, Section 6 of the Constitution of the State of Alabama, in that the said bill in its various provisions is so vague and indefinite and uncertain as to meaning that the things and matters

therein sought to be prohibited are not capable of reasonable ascertainment in that:

44. The term "labor organization" as used in Section 2(a) is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment and application.

45. The whole of Section 7, by virtue of the definition of labor organization hereinabove described and by its own terms, is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment and application and so make it impossible reasonably for a labor union to ascertain whether it is such an organization as is required to file the information described in said Section 7 and to make it impossible for an organization to be able to ascertain with any reasonable certainty the nature of the information which must be filed.

46. The whole of Section 8 is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment and application.

47. The whole of section 9 is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment, and application.

48. The whole of Section 10 is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment and application.

49. The whole of Section II is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment and application.

50. The whole of Section 12 is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment and application.

51. The whole of section 13, particularly the clause "the majority of the regular employees working in such business, plant or in such unit thereof", is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment and application.

52. The whole of Section 14 is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment and application.

53. The whole of Section 15 is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment and application.

54. The whole of Section 16, particularly the terms "executive, administrative, professional or supervisory," is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment and application.

55. The whole of Section 17 is so vague and indefinite as to meaning as to be not susceptible of reasonable ascertainment and application.

56. The said act, being a penal statute, is subject to strict construction and the invalid and unconstitutional sections and parts of the said act, and the valid sections or parts, if any, are so interwoven and connected one with the other, and so dependent one upon the other, that it is apparent the Legislature would not have enacted and passed the valid sections or parts, if any, without exacting or passing the invalid sections and parts. Therefore the invalid sections and parts defeat and destroy the intention of the Legislature in the enactment of said act, and the valid sections and parts, if any, must fall with the invalid sections and parts.

57. Said act is unconstitutional and void for the reason it violates Article 4, Section 45, of the Constitution of the State of Alabama, in that the said statute contains more than one subject, and further, it does not clearly express in its title the subjects contained in said statute.

58. Said Act and particularly Section 7 thereof is unconstitutional and void for the reason that it requires labor organizations, including the complainants herein, to submit themselves to unreasonable searches in violation of the provisions of the 4th Amendment to the Constitution of the United States as secured against State abridgement by Section 1 of the 14th Amendment of the Constitution of the United States.

Prayer: Wherefore, The Premises considered: Complainants pray that the said Robert E. McAdory, as Solicitor of Jefferson County, Alabama, and Holt McDowell, as Sheriff of Jefferson County, Alabama, be made parties respondent to these complainants' Bill of Complaint by proper process of this Honorable Court, and that they be required to demur.

plead, or answer to the same within the time required by law, and the rules of this Honorable Court; and upon failure so to do, that a decree pro confesso be entered against them, and that the attorney General of the State of Alabama be served with a copy of these proceedings.

Complainants further pray that upon a final hearing hereof this Court will render and enter a judgment declaring the rights, status and other legal relations of the complainants, their members and members of other labor organizations in the State of Alabama, and declaring the sections and subsections of the Act known as Senate Bill 341, Act No. 298 of the Legislature of Alabama of 1943 hereinbefore enumerated, void and unconstitutional and in violation of the Constitution of the United States, and of the Constitution of the State of Alabama, as hereinafter specifically and specially asserted; and that this Court issue a writ of injunction, permanently enjoining the respondents, and all persons acting under their authority and direction from enforcing, or attempting to enforce the aforesaid Act or any of the provisions thereof, or from otherwise acting thereunder.

And Complainants pray for such other, further, general and different relief, as in equity and good conscience they will be entitled to receive from this Honorable Court.

Crampton Harris, Lee Pressman, Eugene Cotton,
Solicitors for all the complainants herein. Willard
Morris, J. A. Lipscomb, Solicitors for the Interna-
tional Union of Mine, Mill and Smelter Workers.
Isidore Katz, Solicitor for the Textile Workers
Union of America.

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

DEMURRER—Filed September 7, 1943

Come the respondents and demur to the complainants' [fol. 24] original bill of Complaint on the following grounds separately and severally.

1. There is no equity in the bill.
2. The averments in the bill are vague, indefinite and uncertain.
3. The averments thereof are not certain to a common intent.

4. It does not appear that complainants will suffer irreparable injury if they are denied the relief sought.

5. The material averments thereof are mere conclusions of the pleader.

6. The specific facts alleged do not constitute basis for the relief sought.

7. No facts are shown which would authorize the granting of an injunction.

8. This proceeding does not appear to be adversary in nature.

9. It appears that the Congress of Industrial Organizations is not such a legal entity as may maintain this suit.

10. It appears that Alabama State Industrial Union Council is not such a legal entity as may maintain this suit.

11. It does not appear that the Congress of Industrial Organizations is authorized to sue on behalf of persons affected by said act No. 298.

12. It does not appear that the Alabama State Industrial Union Council is authorized to sue on behalf of persons affected by said Act No. 298.

13. It does not appear that either of the parties complainant is affected by or has a right to sue on behalf of others affected by said Act No. 298.

14. It does not appear that persons or Labor Unions affected by said Act No. 298, have authorized either of the parties complainant to maintain this suit.

15. The individual complainants have no property rights involved in the alleged controversy.

16. The Congress of Industrial Organizations and the Alabama State Industrial Union Council have no property rights involved in the alleged controversy.

17. Neither of the Unincorporated Associations made parties complainant has property rights involved in the alleged controversy.

18. It does not appear that it would impose a hardship on complainants to comply with said Act No. 298.

19. It does not appear that complainants, or either of [fol. 25] them contemplate a failure or refusal to comply fully with the mandates of said Act No. 298.

20. It does not appear that the State of Alabama either judicially or administratively has given a construction to said Act No. 298 or to any Section thereof which would render said Act or said Section in its practical application violative of the constitutional right of any party complainant. 1

21. It appears on the face of said complaint that said Act No. 298 and each Section thereof is capable of a construction rendering it completely in harmony with the provisions of the Constitution of the United States and the provisions of the Constitution of the State of Alabama.

22. Said suit merely constitutes the carrying forward into the Courts of a controversy as to the public policy of the State of Alabama, properly a legislative matter.

23. It affirmatively appears that the Congress of Industrial Organizations has no members working in Alabama.

24. It affirmatively appears that the Alabama State Industrial Union Council has no members working in the State of Alabama.

25. It does not appear with sufficient certainty why it would be impossible to take a ballot before a strike.

26. Said Act No. 298 does not require the disclosure of any information to persons adverse to such labor organizations.

27. No warrant of law appears which would prevent the State of Alabama in the exercise of its Police Power from interfering with the activities of a Labor Union, even though said activities are carried on under and in accordance with the constitution, by-laws, or the ritual of said Union or in conformity with an agreement among the members of said Union.

28. The members of the Labor Union cannot by agreement among themselves forestall the reasonable exercise of the Police Power of a Sovereign State.

29. The fact that a labor union is accustomed to exercising certain rights or privileges does not forbid the State

from limiting and regulating the exercise of such rights or privileges within reasonable bounds.

30. No facts are set up which show a contract which would be impaired by the said Act No. 298 or any Section thereof.

31. The mere fact that a course of conduct has been legal [fol. 26] up to the present time does not prevent the State from making it hereafter illegal.

32. The State cannot be estopped from the reasonable exercise of its Police Powers.

33. It is a mere conclusion of the Pleader that the only effective means of carrying out the legitimate objectives of labor organizations is the means now practiced by said labor organizations and which are forbidden by said Act No. 298.

34. The exercise of the powers of Labor Unions and all other organizations of individuals is subject to regulation by the State.

35. For aught that appears the statute attacked is a reasonable exercise of the sovereign powers of the State.

36. It does not appear that a bona fide controversy exists between the parties complainant and the parties respondent.

37. It does not appear that a bona fide controversy exists between either party complainant and either party respondent.

38. It does not appear that either of the parties respondent are interested adversely to either of the parties complainant.

39. It does not appear that the parties respondent are interested adversely to the parties complainant.

40. The Complaint or petition does not present a justiciable issue.

41. There is a misjoinder of parties complainant.

42. There is a misjoinder of parties respondent.

43. There is a nonjoinder of parties complainant.

44. There is a nonjoinder of parties respondent.

45. The parties complainant have no property right in the alleged controversy.

46. The parties respondent have no property right in the alleged controversy.

47. No property right is involved in the alleged controversy.

48. The Complaint seeks a more advisory opinion.

49. The controversy, if there be one shown by the complaint, is a controversy between complainants or some of the complainants, and the State of Alabama, and not between the complainants or some of the complainants and the named respondents or either of them.

50. A declared purpose to violate a statute imposing criminal penalties does not give rise to a controversy within the meaning of Article 12, Chapter 4, Title 7, Code of 1940.

[fol. 27] 51. For aught that is averred, said Act No. 298 is constitutional, valid, binding and subsisting and a part of the law of the State of Alabama.

52. It does not appear that each of the respondents is proceeding or must proceed to do any act imposed or forbidden by said statute.

53. The Court has no jurisdiction of this proceeding for that necessary parties are not before the Court.

54. The averment that said statute, or the enumerated sections thereof, are violative of the enumerated provisions of the Constitution of Alabama and of the Constitution of the United States is a bare conclusion of the pleader and falls short of the requirement of reasonable certainty in pleading in that it does not appear how or in what said violation occurs.

55. Said Complaint merely states a conclusion of the pleader that said statutory provisions are unconstitutional without showing in what same are offensive to a constitutional provision.

56. For aught that appears to the contrary this is in legal substance and effect a suit against the State of Alabama.

57. This suit cannot be maintained as against Section 14 of the Constitution of Alabama.

58. There is no sufficient averment of fact showing that an actual controversy has arisen between the parties hereto.

59. It appears that this suit is prematurely brought and cannot now be maintained.

60. This Court appears to be without jurisdiction in that there is shown to exist no actual controversy.

61. It does not appear that either of the respondents will or that they have threatened to enforce said Act.

62. For aught that is averred each enumerated section of said Act No. 298 is constitutional, valid, binding and subsisting and a part of the law of the State of Alabama.

63. The averments thereof fail to show the ripening seeds of controversy.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks an injunction and for grounds of said demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring said Act No. 298 unconstitutional and void and for grounds of demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring Section 7 of said Act No. 298, unconstitutional or void and for grounds of demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring Section 8 of said Act No. 298 unconstitutional or void and for grounds of demurrer assign, separately and severally, each ground of

demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring Section 9 of said Act No. 298 unconstitutional or void, and for grounds of demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring Section 10 of said Act No. 298 unconstitutional or void and for grounds of demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring Section 11 of said Act No. 298, unconstitutional or void, and for grounds of demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring Section 12 of said Act No. 298 unconstitutional or void, and for grounds of demurrer assign, separately and severally, each ground of [fol. 29] demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring Section 13 of said Act, No. 298 unconstitutional or void, and for grounds of demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring Section 14 of said Act No. 298 unconstitutional or void, and for grounds of demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring Section 15 of said Act No. 298 unconstitutional or void, and for grounds of demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring Section 16 of said Act No. 298 unconstitutional or void and for grounds of demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks to judgment declaring Section 17 of said Act No. 298 unconstitutional or void and for grounds of demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

And now again come the respondents and demur separately to that phase or aspect of the petition or bill of complaint which seeks a judgment declaring Section 2(a) of said Act No. 298 unconstitutional or void and for grounds of demurrer assign, separately and severally, each ground of demurrer heretofore assigned to the petition or bill of complaint as a whole.

[fol. 30] Respectfully submitted, Wm. M. McQueen, Acting Attorney General. David S. Satterwhite, Attorney for Robert E. McAdory, as Solicitor, etc. Evans Dunn, Attorney for Holt McDowell, as Sheriff, etc. John E. Adams, of Counsel. W. H. Brantley, Jr., of Counsel. J. A. Simpson, of Counsel.

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA
MINUTE ENTRY OF SUBMISSION ON DEMURRERS—February 2,
1944

On this the 2nd day of February, 1944, it is ordered by the Court that this cause be submitted for a decree on the demurrers to the bill of complaint.

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

DECREE ON DEMURRERS—Filed June 6, 1944

This cause coming on to be heard was submitted for decree on the demurrer of respondents to the bill of complaint;

And upon consideration it is held that the said demurrer is not well taken. It is therefore ordered, adjudged and decreed by the Court, that said demurrer be and the same is hereby overruled and the respondents are allowed ten days from this date in which to answer.

Done and ordered this the 6th day of June, 1944.

E. M. Creel, Circuit Judge, In Equity Sitting.

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

DECREE ALLOWING ADDITIONAL TIME TO ANSWER—Filed June 16, 1944

In this cause upon motion of respondents for additional time to answer the bill of complaint in said cause; their demurrer having been heretofore overruled, it is, upon consideration thereof,

Ordered, adjudged and decreed by the Court that the respondents be and they are hereby allowed an additional ten days from this date to answer the bill of complaint in said cause.

Done and ordered this the 16th day of June, 1944.

E. M. Creel, Circuit Judge, in Equity Sitting.

[fol. 31] IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

ANSWER TO BILL OF COMPLAINT AND PETITION FOR DECLARATORY JUDGMENT, INTERLOCUTORY AND PERMANENT INJUNCTION—Filed June 26, 1944

To the Honorable Judges of the Tenth Judicial Circuit of Alabama, in Equity Sitting:

Come the respondents in the above stated cause and for answer to complainant's bill of complaint, answering, say:

1. For answer to paragraph 1, respondents admit that the complainant, Congress of Industrial Organizations, is

a voluntary, unincorporated association, with its principal office in the City of Washington, District of Columbia; and that the complainant, Philip Murray is the President of said Congress of Industrial Organizations. Respondents are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the other allegations contained in said paragraph, and therefore call for the strict proof thereof.

For further answer to said paragraph, respondents say that the complainant, Philip Murray, is a non-resident of the State of Alabama, is not employed in the State of Alabama, and neither individually nor as President of the Congress of Industrial Organizations has said complainant such interest as entitle him to maintain this suit, and that the said complainant is therefore neither a proper nor necessary party to said suit.

2. For answer to paragraph 2 of said bill of complaint, respondents admit that the complainant, Alabama State Industrial Union Council, is a voluntary, unincorporated association, and that the complainant, Carey Haigler, is the acting Secretary thereof and resides in Jefferson County, Alabama. Respondents are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the other allegations contained in said paragraph, and therefore call for the strict proof thereof.

3. In answer to paragraph 3, respondents say that the United Steel Workers of America is a voluntary, unincorporated labor organization, with more than twenty-five members in Jefferson County, Alabama, and that said organization is affiliated with said Congress of Industrial Organizations. Respondents are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the other allegations contained in said paragraph, and therefore call for the strict proof thereof.

[fol. 32] 4. In answer to paragraph 4, respondents admit that the complainant, International Union of Mine, Mill and Smelter Workers, is a voluntary labor organization, affiliated with said Congress of Industrial Organizations. Respondents are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the

other allegations contained in said paragraph, and therefore call for the strict proof thereof.

5. In answer to paragraph 5, respondents admit that the Textile Workers Union of America is a voluntary labor organization, affiliated with said Congress of Industrial Organizations. Respondents are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the other allegations contained in said paragraph, and therefore call for the strict proof thereof.

6. In answer to paragraph 6, respondents admit that Local Union No. 1015 of the United Steel Workers of America is a voluntary, unincorporated labor organization, with more than twenty-five members employed in, and who are residents of, Jefferson County, Alabama. Respondents are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the other allegations contained in said paragraph, and therefore call for the strict proof thereof.

7. In answer to paragraph 7, respondents admit that Local Union No. 2971 of the United Steel Workers of America is a voluntary, unincorporated labor organization, with more than twenty-five members thereof in the State of Alabama. Respondents are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the other allegations contained in said paragraph, and therefore call for the strict proof thereof.

8. In answer to paragraph 8, respondents admit that Local Union No. 2382 of the United Steel Workers of America is a voluntary, unincorporated labor organization, with more than twenty-five members thereof in the State of Alabama. Respondents are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the other allegations contained in said paragraph, and therefore call for the strict proof thereof.

9. In answer to paragraph 9, respondents admit that said unincorporated labor organizations, except those organizations which may be associations of separate, independent [fol. 33] or local labor organizations, are voluntary, unincorporated labor organizations, organized by employees working in Jefferson County, Alabama, in various trades, occupations and industries. Respondents admit that such

organizations have been created or organized and exist as unincorporated labor unions or labor organizations.

For further answer to said paragraph, respondents allege that said labor unions or labor organizations which have been so organized function as such organizations, including all of the activities usually engaged in by such organizations, substantially as stated in said paragraph. But respondents deny that after such organizations are organized the members thereof continue to assemble together for mere organizational purposes, or that such subsequent meetings are properly referred to as the mere assembling of employees.

Respondents admit that said complainant labor organizations are not subject to the Railway Labor Act.

10. In answer to paragraph 10, respondents admit that various laborers or employees in Alabama have organized voluntary, unincorporated labor unions or labor organizations, which are functioning as such in the State of Alabama, and that the complainant organizations are either so organized and functioning, or are labor organizations with which the labor organizations in Alabama are affiliated, and that such labor organizations generally have the purposes or objectives described in said paragraph, but respondents are not sufficiently informed to enable them to admit or deny that such activities therein referred to are necessary to effectuate the purposes of such organizations; and respondents are not sufficiently informed of the facts or purposes of the complainant organizations to enable them to admit or deny all of the activities or purposes thereof, except such purposes or activities as labor organizations may have in the past adopted or practiced, and which are matters of common knowledge, such as representing employees in negotiation of collective bargaining agreements, presenting demands upon employers with respect to wages, hours and working conditions, calling and maintaining strikes and picketing of the premises of employers in connection therewith, the issuance, in some instances, of insurance benefits to members, the adoption of constitution, by-laws, rules and regulations for the organization, the election and maintenance of officers of the Union or organization, the collection of dues, fees or assessments from the members of the organization, participation in certain political campaigns, the publication of newspapers,

pamphlets, and other publicity material, the institution and conduct of suits and other proceedings with respect to or affecting the labor organization or its members.

11. In answer to paragraph 11, respondents admit that certain labor unions or labor organizations have organized or created national or international associations of labor unions or labor organizations, councils, committees or other organized, unincorporated bodies, with which local labor unions or labor organizations are affiliated and from which local unions or local organizations are granted charters or other permits or approval for the organization of such affiliates; and that such national or international labor unions or labor organizations function in various ways with respect to labor relations and questions affecting organized labor.

For further answer to said paragraph, respondents allege that such national or international labor organizations, as well as local or affiliate labor unions or labor organizations, usually adopt written constitutions, by-laws, rules and regulations, which are promulgated among the individual members, and by which dues, fees and assessments are fixed, insurance benefits provided, and in obedience to which the members thereof participate in strikes and picketing, and which determine causes for which members may be admitted, disciplined, suspended or excluded from the organization.

Respondents are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the other allegations contained in said paragraph, and therefore call for the strict proof thereof.

12. In answer to paragraph 12, respondents say that they are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the other allegations contained in said paragraph, and therefore call for the strict proof thereof.

13. In answer to paragraph 13, respondents admit that a large number of the members of the labor unions or labor organizations referred to in said paragraph are employed by employers who are engaged, to some extent, in interstate commerce, and that the work of many of said employees is with respect to either the manufacture, production, process, transportation, shipment or otherwise handling

of goods, articles, materials or commodities which are received in interstate commerce, or which will be shipped in interstate commerce, and that such members are, in many instances, employed in occupations which affect interstate commerce, but respondents deny that all of the members of the complainant labor unions or labor organizations are solely employed in interstate commerce or interstate transportation, or that they are employed in such a manner as to materially affect interstate commerce. While respondents admit that many of such members are employed by employers who are engaged in interstate commerce, and that such members, as employees, are engaged in the performance of labor or services which assist in conducting what may be termed interstate commerce of their employer, respondents allege that many of said members are employed in such occupations as mining or manufacturing, which are intra-state activities, notwithstanding the fact that the products produced or mined may later be shipped or transported to points beyond the State of Alabama. Respondents admit, however, that many of said employees who are members of complainant labor unions or labor organizations are engaged in occupations in such manner as to subject their employers to compliance with the provisions of the National Labor Relations Act, and to entitle such employees to the rights and benefits under said Act. Respondents, however, deny that said labor unions or labor organizations are engaged in interstate commerce, or that membership therein constitutes interstate commerce, or that the functions performed by said labor unions or labor organizations within the State of Alabama, such as the adoption of constitutions, by-laws, rules and regulations, the collection of dues, fees and assessments, the assembling of the members thereof in local meetings, the taking of strike votes, the calling of strikes, the participating in strikes, or picketing or other similar labor practices, the making of demands upon employers or the negotiation of collective bargain agreements, constitute interstate commerce.

Respondents admit that it has heretofore been customary for the members of a local labor union or local labor organization to adopt and agree to, or to negotiate, the same or similar collective bargain contracts or agreements as are negotiated by labor unions or labor organizations located and functioning in other states.

While respondents admit that it is apparently the purpose of national or international labor unions or labor organizations, by affiliation or otherwise, to organize as strong an organization by agreement with various other labor organizations as may be possible under the circumstances, for [fol. 36] the purpose of generally protecting or enforcing the rights or demands of their members, or of all employees engaged in certain trades, occupations or industries. Respondents deny that such purpose or objective is necessary, or that such purpose or objective is a right which is not subject to reasonable regulation or control by the Federal Government, as it may affect interstate commerce, or of the various State Governments in the reasonable exercise of their police powers. And respondents allege that by reason of such purposes or objectives the creation and functioning of labor organizations is affected with a public interest, and that the same are therefore subject to reasonable regulation under the police power in the interest of the general public as well as the members thereof.

Respondents are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the other allegations contained in said paragraph, and therefore call for strict proof thereof.

14. In answer to paragraph 14, respondents say that they are not sufficiently informed to either admit or deny that upon some occasions labor unions or labor organizations functioning in Alabama have deemed it necessary to call upon their membership to engage in strikes or picketing in connection therewith. But respondents deny that such strikes involve a mere voluntary quitting of employment, and allege that such strikes usually involve demands made upon employers with respect to wages, hours or working conditions. Respondents deny that such action is properly described as a mere ceasing of work or a mere refusal to work, but, in the case of a strike, involves a concert of action designed to exact or enforce some demands or conditions upon their employer. Respondents deny that in the calling of a strike it is impossible to conduct a secret ballot in writing of the employees in the business, plant or *anti* proposed to be involved; and deny that the taking of such a ballot or vote would prevent the calling of a strike, although it is admitted such action might involve some delay in making the strike effective. But respondents deny

that the imposition of such a requirement by law would create an unreasonable requirement, or is in itself unreasonable, or would prevent the proposed strike when so called from being effectual. To all intents and purposes they deny that the compliance with such a requirement is impossible.

Respondents are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the other allegations contained in said paragraph, and therefore call for the strict proof thereof.

15. In answer to paragraph 15, respondents admit that labor unions or labor organizations generally elect certain officers and employ persons in connection with the various functions and activities of the organization, as alleged in said paragraph, but respondents deny that such persons are employed by the individual members of the organization and allege that it is customary for such employment to be made by the labor union or labor organization. Respondents deny that the records of such labor organizations are the records of the individual members thereof, but allege that such records are the records of the labor union or labor organization, as distinguished from the records of any individual member thereof.

Respondents admit that some labor unions or labor organizations purchase and publish newspaper and use circulars and other publicity material, maintain records of their financial transactions, collect dues, fees or assessments from their members and therefrom establish and maintain funds for various labor activities, but respondents do not admit that all of the activities of labor organizations are necessary. Respondents deny that the functions performed by and in the name of a labor organization, or the business transacted by such organization, or the various activities engaged in by and in the name of a labor organization, constitute merely acts done by the individual members thereof, or that such acts merely constitute the exercise of free speech, free press or free assembly, or the exercise of any other individual freedom or liberty on the part of the individual member or members of the organization. The acts, transaction of business and functioning of the labor organization are clearly distinguishable in law and in fact from acts done or performed by any member or members individually.

All allegations, inferences or conclusions in said paragraph not herein expressly admitted are denied.

16. In answer to paragraph 16, respondents allege that so far as they are informed labor unions or labor organizations such as complainant labor organizations are principally supported by initiation fees, dues or assessments levied or imposed by the labor union or labor organization upon its members, and to which the members agree in accepting membership therein. Respondents are not informed of what other source of income labor unions or labor organizations, including plaintiff organization [fol. 38] tions, have available. Respondents are not informed of all the purposes or activities for which the funds of various labor unions or labor organizations are expended, further than the incidental expenses of maintaining offices or places of meeting, or salaries of officers or employees, and in some instances the publication of newspapers or other publicity material, insurance benefits, strike funds and contributions or expenses incurred in furtherance of the election of candidates for public office and expenses in presenting the views of the labor organization to legislative committees or bodies, or presenting to the public the contentions of the labor organization in labor disputes or strikes arising therefrom. Respondents deny that these activities constitute merely the individual acts of the various members, but constitute acts performed by and in the name of the organization.

Respondents admit that it is the general practice of labor organizations to inform their members of receipts and expenditures of the organization, but respondents are not informed whether all labor unions or labor organizations adhere to this general practice, or whether all of the complainant organizations do so, or the exact method adopted in each case, or the extent of the information or explanation made to the members with respect to the receipts and the amount or purposes of various expenditures. Respondents admit that it is generally considered that a disclosure to the employers of labor of all of such information is not feasible or to the best interests of the labor organization or its members. For further answer to said paragraph, respondents allege, however, that the Bradford Act, and particularly the provisions of Section 7 of said Act, by requiring the disclosure of such information

by labor organizations to the employers of labor, as it is being administered and construed by the Director of Labor, and which construction has been approved by the Supreme Court of Alabama in the case of *Alabama State Federation of Labor, et al., v. McAdory, et al.*, No. 234, decided May 25, 1934, does not permit the publication or disclosure of such financial reports as are required to be filed with the Director of the Department of Labor which may be required to be given by the labor organization to its own members.

All allegations, inferences or conclusions, made or alleged in said paragraph, not herein expressly admitted, are denied.

17. In answer to paragraph 17, respondents admit that it is customary for the members of a labor union or labor organization individually to induce others to join the union [fol. 39] or organization, but respondents deny that all the acts, purposes and activities of labor organizations in law or in fact constitute merely the individual acts of the members thereof, and allege that the acts of a labor union or labor organization are distinguishable from the individual acts of any member or any members thereof.

Respondents deny that it is customary for any member of a labor organization to be authorized to collect from other members dues, fees, assessments, fines or other monies due to the labor union or labor organization. Such monies are usually payable to a duly authorized, elected, appointed or employed officer, official, representative or employee of the organization, and official receipts, cards or other evidence of payment are given or issued by and in the name of the labor union or labor organization to the member making such payment.

All allegations, inferences or conclusions, made or alleged in said paragraph, not herein expressly admitted, are denied.

18. In answer to paragraph 18, respondents admit that the members of various labor unions or labor organizations, including complainant organizations and organizations affiliated with complainant organizations, have adopted constitutions, by-laws, rules and regulations for the government of the organization with respect to the many purposes, objectives and activities thereof. Respondents admit that the members of such organization consent to or

are bound thereby in accepting or continuing membership therein. Respondents are not informed of the method pursued by such organization in the adoption of such provisions or the administration thereof, or by what means various of such organizations decide when, how, or in what manner collective bargaining contracts shall be negotiated and accepted or labor disputes adjusted or the causes thereof presented or in what cases or under what circumstances strikes shall be called or picketing pursued in connection therewith. Respondents are not informed of the agreements which may exist between any one labor organization and other labor organizations for a concert of action, or in whom the ultimate power and authority may thereby be vested with respect to labor disputes, labor demands, collective bargaining agreements, labor practices, strikes or picketing. Respondents deny, however, that the compliance with the provisions of the Bradford Act by any labor union or labor organization functioning in the State of Alabama would unlawfully infringe upon any right or freedom of the members of said organization, or would unreasonably affect any lawful or proper activity, purpose or object of any such organization functioning in this State. [fol. 40] All allegations, inferences or conclusions stated in said paragraph not herein expressly admitted are denied.

19. In answer to paragraph 19, respondents allege that they are without sufficient knowledge or information to enable them to admit, deny or confess and avoid the allegations contained therein.

20. Respondents admit the allegations contained in paragraph 20.

21. In answer to paragraph 21, respondents admit that the creation of labor unions or labor organizations for collective bargaining purposes and for the purpose of presenting the cause of the members thereof to employers of such members and to the public generally, is considered an effective means of increasing the wages and bettering the working conditions of such members. The right of employees to create such organizations is recognized in the Bradford Act. The right of such labor unions and labor organizations to function in the State of Alabama is not prohibited under the Bradford Act, nor is the same subjected to any license or censorship or any unreasonable

requirement. Respondents deny that the many activities of a labor union or labor organization functioning as such in the State of Alabama are properly construed as constituting the merely individual acts of any member or members thereof. Respondents deny that the functioning of a labor union, the transaction of its business or the performance of its official acts, done by it or in its name, are mere concomitants of the exercise by individual employees of their individually guaranteed freedom of speech, press or assembly.

All allegations, inferences or conclusions in said paragraph not hereinabove expressly admitted are denied.

22. In answer to paragraph 22, respondents admit that all labor unions or labor organizations functioning in the State of Alabama, including complainant organizations, constitute a numerous class similarly interested in obtain . . . a construction of the several provisions of the Bradford Act, and likewise the members of such various labor unions or labor organizations also constitute a numerous class interested in obtaining such a judicial construction of said Act and its several provisions. However, respondents allege that said Bradford Act as a whole and each separate section or provision thereof (excepting the provisions of Sections 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 19, 20, 21, [fol.41] 22 and 23) have been construed by the Supreme Court of Alabama in the case of *Alabama State Federation of Labor, et al., V. these same respondents*, in the case now pending in said Court, 6th Division No. 234, in an opinion rendered therein on May 25, 1944, and which cause is still pending in said Court upon applications for a rehearing filed therein by both the appellants and appellees in said Court. Said action was filed by and in the name of various labor organizations and various individual members thereof similarly situated to the complainants in this case and for the same purposes as sought by the complainants in this case, and the validity of said Bradford Act attacked on substantially the same grounds as presented in this case and substantially the same relief was sought in said cause as in this case.

Respondents further say that in the case now pending in the Supreme Court of Alabama, in which the Alabama State Federation of Labor and others are appellants, and Walter C. Lusk as Treasurer of the State of Alabama and

others, are Respondents, said Bradford Act and each separate provision thereof was attacked and an injunction therein sought against the enforcement of such Act. The complainants in said last mentioned cause are also similarly situated with the complainants in this cause and the validity of said Act was attacked upon substantially the same grounds as presented in this cause. Respondents allege that said causes of action now pending in the Supreme Court of Alabama were commenced before the filing of a bill of complaint or petition in this cause; that one or both of said causes of action in effect constitute similar forms of action between complainants or plaintiffs situated similarly to the complainants in this cause and are against either the same respondents or defendants or other respondents or defendants charged with the enforcement of the Bradford Act; and that the relief granted or to be granted in said causes of action will substantially settle the construction and validity or invalidity of said Bradford Act or the several provisions thereof sought to be construed in this cause. Wherefore respondents allege that at the time of the filing of the bill of complaint or petition in this cause there was and still is another suit pending in which the complainants or those similarly situated have been granted or will be granted substantially the same relief sought by them in this cause to which they may be [fol. 42] entitled at law or in equity; and for such reasons the complainants ought not to be permitted to further maintain this action.

23. Respondents admit the allegations of paragraph 23.

24. Respondents admit the allegations of paragraph 24.

25. Respondents admit the allegations of paragraph 25. Said act is known and is herein referred to as the "Bradford Act."

26. Respondents deny the allegations contained in paragraph 26, and the conclusions of law or fact alleged in said paragraph; and for further answer to said paragraph respondents say that said Act as a whole and certain provisions thereof have been construed to be valid, and certain portions thereof have been construed to be invalid, by the Supreme Court of Alabama in the cases hereinabove mentioned, reference to which decision is here made; and respondents deny that there is any necessity for a multi-

licity of suits with reference to the validity of said Act or its several provisions; and respondents deny that a judicial determination and construction of the several provisions of said Act, or a compliance with the valid provisions thereof as so construed in the above mentioned cases, does or will result in any irreparable injury to complainants or to others of the same class.

Respondents further say that the provisions of said Act not specifically construed in the above mentioned decisions of the Supreme Court of Alabama, are clearly valid under and pursuant to various decisions of the Supreme Court of the United States, and for that reason the validity of such provisions was not expressly attacked in said above mentioned cases.

27. In answer to paragraph 27, respondents allege that in the above mentioned decisions of the Supreme Court of Alabama certain provisions of the Bradford Act have been construed to be valid; and respondents admit that any act done or committed by any of the complainants in violation of the terms of said Act, which under the valid provisions therein is made unlawful, may form the basis of either a criminal prosecution or the imposition of the penalties provided therein. However, respondents deny that any act not constituting a violation of the valid provisions of said Act as so construed is subject to prosecution under the provisions of the Bradford Act; and respondents deny that said Act as so construed by the Supreme Court of Alabama constitutes an infringement of any right, privilege or immunity of the complainants, contrary to the Constitution [fol. 43] of the United States or of the State of Alabama. Respondents further deny that compliance with the valid provisions of said Act would violate any constitutional right, privilege or immunity of the complainants.

28. In answer to paragraph 28, respondents deny that it is their intent or purpose to enforce any illegal provision in said Bradford Act; and respondents deny each and every conclusion or inference to the contrary alleged in said paragraph.

29. In answer to paragraph 29, respondents deny that they have made any threats of prosecution under the provisions of said Bradford Act; they deny that they have made any arrests or instituted any proceedings for the

enforcement of said Act; and they deny that they contemplate the making of any arrests or the institution of any prosecutions thereunder, pending a final decision in the cases hereinabove mentioned now pending upon application for rehearing in the Supreme Court of Alabama. Any other allegation or the conclusions or inferences drawn therefrom alleged in said paragraph not herein expressly admitted, are denied.

30. In answer to paragraph 30, respondents deny the threatened action therein alleged. Further answering said paragraph, respondents deny that a compliance with the valid provisions of said Act, as construed by the Supreme Court of Alabama in said above mentioned cases, will work any irreparable injury to complainants or to any labor union functioning in the State of Alabama, or to the members thereof.

Respondents deny that either a construction of said Act or a compliance therewith will result in interminable litigation.

In further answer to said paragraph, respondents say that they are informed and believe, and upon such information and belief allege the fact to be that upon a final construction of the provisions of said Bradford Act in the above mentioned cases now pending in the Supreme Court of Alabama, all of the labor organizations functioning in the State of Alabama and the members thereof subject to the provisions of said Act will comply therewith without the institution of numerous prosecutions and without involving or resulting in interminable litigation. For these reasons respondents deny that complainants have any ground for or entitled to any injunctive relief against these respondents or the enforcement of the valid provisions of said Bradford Act.

[fol. 44] For further answer to said paragraph 30, each and every allegation, conclusion or inference therefrom in law or in fact contained in said paragraph, not hereinabove expressly admitted, is denied.

31. In answer to paragraph 31, respondents deny the allegations of threats contained therein. Respondents admit that a controversy does exist between said complainants and others similarly situated and the respondents with respect to the validity of said Bradford Act and vari-

ous provisions thereof. But respondents allege that the above mentioned causes now pending in the Supreme Court of Alabama, when finally determined, will settle substantially all of the questions relating to the validity of said Act. Respondents deny that the further prosecution of this suit is necessary to obtain a construction of the principal provisions in said Bradford Act, or that a further declaratory judgment with respect thereto is necessary.

Respondents deny that, pending a final determination of said causes now pending in the Supreme Court of Alabama or in this action, the complainants are entitled to either a temporary or permanent injunction against these respondents or against the enforcement of the valid provisions of said Act. Respondents deny that complainants either have suffered or will suffer any irreparable injury by reason of either a compliance with the valid provisions of said Act or by an enforcement of the valid provisions of said Act as construed by the Supreme Court of Alabama in the above mentioned cases, or as the same may hereafter be construed in said cases or in this cause.

Each and every allegation, whether of fact, conclusion or inference therefrom, contained in said paragraph not herein expressly admitted, is denied.

32. In answer to paragraph 32, respondents deny that the valid provisions of said Bradford Act, as construed by the Supreme Court of Alabama in the above mentioned cases, or any other provision of said Bradford Act, the validity of which was not expressly passed upon by the Supreme Court in the above mentioned cases, infringe upon or violate any rights, privileges or immunities guaranteed to the complainants, or any of the complainants, under the Constitution of the United States. Respondents deny that the said Act as a whole, or the separate provisions thereof, construed in said above mentioned cases to be valid, are in conflict with the provisions of the Constitution of the United States mentioned in said paragraph, or in conflict [fol. 45] with the provisions of the Constitution of the State of Alabama mentioned in said paragraph, or in conflict with any other provision of the Constitution of the United States or of the State of Alabama.

Respondents deny that Section 13 of said Bradford Act violates any provision of the Constitution of the United

States or of the State of Alabama. The Supreme Court of Alabama in said decisions hereinabove mentioned held:

(a) That the title of said Act was not in conflict with Section 45 of the Constitution of Alabama.

(b) That Section 7 of said Act is valid.

(c) That Section 12 is unconstitutional and invalid but does not affect the validity of the remaining provisions of said Act.

(d) That so much of Section 13 as prevents a strike except by vote of a majority of the employees in a business, plant or unit thereof, expressed in a secret ballot, is invalid but does not affect the validity of the remaining provisions of said Act.

(e) That that portion of Section 14 intended to make more effective that part of Section 13 as to unlawful strikes is invalid but does not affect the validity of the remaining provisions of said Act.

(f) That Section 15 of said Act is valid.

(g) That Section 16 of said Act is valid.

(h) That Section 17 of said Act is invalid but does not affect the validity of the remaining provisions of said Act.

33. In answer to paragraph 33, respondents deny that said Bradford Act as a whole is void, unenforceable or unconstitutional for the reasons alleged in said paragraph 33; and respondents deny that any of the provisions of said Act are void, unenforceable or unconstitutional for the reasons alleged in said paragraph 33.

Respondents deny that said Bradford Act constitutes a regulation of interstate commerce, or attempts or purports to regulate interstate commerce, or is in conflict with the commerce clause contained in the Constitution of the United States, or is in conflict with any Federal statute enacted pursuant to the commerce clause contained in the Constitution of the United States. Respondents say that said Bradford Act and each and every provision thereof (with the exception of Sections 12 and 17) constitute reasonable regulations, adopted by the Legislature of the State of Alabama under and pursuant to the police power of the

State, expressly reserved to the States under and by the Tenth Amendment of the Constitution of the United States, [fol. 46] and are therefore valid; and that such provisions in said Act are not in conflict with the Constitution of the State of Alabama or invalid for any other reason. Respondents say that the fact that any labor union or labor organization which functions as such in the State of Alabama is either national in character or in the scope of its operations or functions, in nowise affects the validity or constitutionality of the said Bradford Act. Respondents deny that the functioning of a labor union or labor organization within the State of Alabama within the meaning of the Bradford Act constitutes inter-state commerce within the meaning of the commerce clause contained in Article I, Section 28 of the Constitution of the United States.

Any fact, conclusion or inference alleged in said paragraph, not herein expressly admitted, is denied.

34. In answer to paragraph 34, respondents deny that said Bradford Act violates Article I, Section 10, of the Constitution of the United States or Article I, Section 22 or 23 of the Constitution of the State of Alabama; and respondents deny that said Act does or purports to impair, interfere with or modify the obligation of any contract or agreement mentioned therein, contrary to the Constitution of the United States or of the State of Alabama. Respondents deny that said Act impairs or interferes with any right, privilege or immunity of the complainants, contrary to the Constitution of the United States or of the State of Alabama.

Any fact, conclusion or inference alleged in said paragraph, not herein expressly admitted, is denied.

35. In answer to paragraph 35, respondents deny that said Bradford Act violates Article VI of the Constitution of the United States, or that said Act is in conflict with the National Labor Relations Act (Title 29, Sections 151-166 U. S. C. A.), or any provision thereof.

Any fact, conclusion or inference alleged in said paragraph, not herein expressly admitted, is denied.

36. In answer to paragraph 36, respondents deny that said Bradford Act is in conflict with or violates the provisions of the Thirteenth Amendment to the Constitution of the United States, or Section 32, Article I of the Con-

stitution of the State of Alabama. Respondents deny that Section 13 of said Bradford Act constitutes an unlawful or unconstitutional regulation of any right to call, institute or participate in a strike. Respondents deny that said provisions of Section 13 impose any restrictions upon the [fol. 47] right of any employee or any number of employees merely to voluntarily quit their employment as distinguished from calling or participating in what is known as a strike. Respondents deny that the voting provisions of said Section 13 are unreasonable and allege on the contrary that the same constitute a reasonable regulation for the protection of the many workers, whether union or non-union, who would otherwise be affected by the calling of a strike, in many instances without any opportunity to participate in the making of the decision or the issuance of the order calling for such strike, and that said provisions are democratic in principle and constitute a protection of union members as well as non-union members against arbitrary or dictatorial action, or arbitrary or dictatorial decisions of national labor unions or labor organizations, or the officers thereof, in many instances far removed from the plant, business or unit in which the strike is called.

Respondents admit that the provisions of Section 12 of said Act have been held invalid by the Supreme Court of Alabama in the above mentioned cases therein pending.

37. In answer to paragraph 37, respondents deny that said Bradford Act deprives any labor union or labor organization or the members thereof, including complainants, of any liberty or property without due process of law; and respondents deny that said Bradford Act violates any right of freedom of speech, freedom of press or freedom of assembly, or any right to petition for redress of grievances which is guaranteed to any plaintiff under the provisions of Article I, Sections 1, 2, 4, 25 and 36 of the Constitution of the State of Alabama, or by the First Amendment to the Constitution of the United States, or which is protected by the Fourteenth Amendment to the Constitution of the United States.

Any fact, conclusion or inference alleged in said paragraph, not herein expressly admitted, is denied.

38. In answer to paragraph 38, respondents deny that Section 7 of said Bradford Act in anywise prevents employees or workers from freely speaking and discussing the

formation of a labor union or labor organization, or freely assembling for such purpose, or from doing any other act or thing necessary or proper to form, create or organize a labor union or labor organization which proposes to function as such within the State of Alabama. But respondents admit that after the creation of such an organization pursuant to the provisions of section 7 of said Bradford Act said organization is required before functioning as such within the State of Alabama to comply with the provisions of said [fol. 48] section with reference to the filing with the Director of the Department of Labor a copy of its constitution and by-laws and a copy of the constitution and by-laws of any national or international union, if any, to which such labor organization belongs, excluding any ritual relating solely to the initiation or reception of members.

Respondents deny that the provisions of Section 7 of said Act in anywise constitute a denial of free speech, free press or free assembly, contrary to the Constitution of the United States. Respondents further deny that a compliance with said filing provisions constitutes an infringement upon any right, privilege, or immunity of any person, contrary to the Constitution of the United States. Respondents deny that said Section 7 imposes a license or censorship upon the exercise of any freedom, contrary to the Constitution of the United States.

Any fact, conclusion or inference alleged in said paragraph, not herein expressly admitted, is denied.

39. In answer to paragraph 39, respondents deny that Section 8, 9, 10, 11, 12, 13, or 14, or any other section or provision of said Bradford Act, forbids employees from voluntarily quitting their employment or unreasonably restricts any employee or employees from merely ceasing to work or refusing to engage in work, or peaceably doing any act to declare or inform the public or others with reference to any labor dispute or the advantages and benefits or organized labor, or peaceably to persuade or induce others to engage in similar activities or to make known the provisions of the National Labor Relations Act or any right thereunder, or to exercise any right of free speech, free press or free assembly in connection with any matter relating to employment, labor unions, labor relations, labor laws or labor disputes. To the contrary, respondents say that said Bradford Act in its declaration of policy and in its specific

provisions, recognizes and seeks to protect and better to regulate the rights, privileges and immunities of workers, union or non-union; and seeks to prevent labor disputes and seeks a means, by mediation and other reasonable provisions, to settle labor disputes and thus to prevent the necessity and consequent results of strikes and other disagreements or conflicts between employers and employees, or between conflicting groups of employees, and to protect the individual in the exercise of his freedom against interference by force, coercion or intimidation or threats thereof.

40. In answer to paragraph 40, respondents deny that Section 15, 16 or 17, or any other Section thereof, is arbitrary [fol. 49] or unreasonable, or constitutes an arbitrary or unreasonable interference with or prohibition of any labor union or the members thereof, including complainant labor unions or the members thereof, in the exercise of any right, privilege or immunity guaranteed to them or any of them under the Constitution of the United States or of the State of Alabama. Respondents deny, however, that a labor union or labor organization has or is entitled to any constitutional right to engage in the business activities or functions of such union or organization within this State free from reasonable regulation by the State in the exercise of its police power; and respondents deny that any provision in said Bradford Act which has been held valid by the Supreme Court of Alabama is arbitrary, capricious or unreasonable.

Any fact, conclusion or inference alleged in said paragraph, not herein expressly admitted is denied.

41. In answer to paragraph 41, respondents deny that said Bradford Act, or any provision thereof which has been held valid by the Supreme Court of Alabama deprives any labor union functioning in this State, or which may hereafter function in this State, or the members thereof, of any liberty or property without due process of law, or abridges any privilege, right or immunity guaranteed by the Constitution of the United States or of the State of Alabama, or denies them the equal protection of the law contrary to Section 1 of the Fourteenth Amendment to the Constitution of the United States or Article I, Section 22 of the Constitution of the State of Alabama. And respondents deny that said Bradford Act, or any provision thereof which has been

so held valid, constitutes an unlawful discrimination between any class or classes of citizens, or constitutes an unlawful discrimination between any class or classes of labor unions or labor organizations. Respondents deny that the provisions of said Bradford Act which have been so held valid constitute an arbitrary selection of the labor unions or labor organizations, or members thereof, made subject to its provisions, or that the basis of any selection or classification therein is arbitrary, capricious or unreasonable.

Any fact, conclusion or inference alleged in said paragraph, not herein expressly admitted, is denied.

42. In answer to paragraph 42, respondents deny that the provisions of Section 13 of the Bradford Act in anywise limit any constitutional right of an employee or workman to voluntarily cease work.

[fol. 50] Any fact, conclusion or inference alleged in said paragraph, not herein expressly admitted, is denied.

(Said provisions of said section, as hereinabove stated, however, have been held to be invalid by the Supreme Court of Alabama, the final decision in which cases was rendered June 22, 1944.)

43. In answer to paragraph 43, respondents deny that the said Bradford Act, or any provision thereof, is in conflict with or violates the due process of law clause of the Fourteenth Amendment to the Constitution of the United States, or of Article I, Section 6, of the Constitution of the State of Alabama, for the reasons stated in said paragraph or for any other reason.

44. In answer to paragraph 44, respondents deny that the term "labor organization," as used in Section 2(a) of the Bradford Act, is so vague or indefinite as to meaning as not to be susceptible of reasonable ascertainment or application; and respondents say that said term is specifically defined in said Act.

45. In answer to paragraph 45, respondents deny the allegations of fact or the conclusions of law therein alleged with reference to Section 7 of the Bradford Act.

46. In answer to paragraph 46, respondents deny the conclusions of fact or law therein alleged.

47. In answer to paragraph 47, respondents deny the conclusions of fact or law therein alleged.

48. In answer to paragraph 48, respondents deny the conclusions of fact or law therein alleged.

49. In answer to paragraph 49, respondents deny the conclusions of fact or law therein alleged.

50. In answer to paragraph 50, respondents say that by the recent decision of the Supreme Court of Alabama in the above mentioned cases, Section 12 of the Bradford Act has been held invalid, but without affecting the validity of the other provisions of said Act.

51. In answer to paragraph 51, respondents deny the conclusions of fact or law therein alleged with reference to Section 13 of the Bradford Act.

52. In answer to paragraph 52, respondents deny the conclusions of fact or law therein alleged with reference to Section 14 of the Bradford Act.

53. In answer to paragraph 53, respondents deny the conclusions of fact or law therein alleged with reference to [fol. 51] Section 15 of the Bradford Act.

54. In answer to paragraph 54, respondents deny the conclusions of fact or law therein alleged with reference to Section 16 of the Bradford Act.

55. In answer to paragraph 55, respondents say that by the recent decision of the Supreme Court of Alabama in the above mentioned cases, Section 17 of the Bradford Act has been held invalid, but without affecting the validity of the other provisions of said Act.

56. In answer to paragraph 56, respondents deny the conclusions of fact or law therein alleged; and for further answer thereto respondents say that the points raised in paragraph have been finally adjudicated by the Supreme Court of Alabama in the said above mentioned cases to the effect that the elimination of any invalid section or provision of said Act does not affect the validity of the remaining provisions of said Act.

57. In answer to paragraph 57, respondents say that in said final decision by the Supreme Court of Alabama it has been adjudicated that said Act does not violate Article IV, Section 45 of the Constitution of the State of Alabama; and respondents deny the conclusions of fact or law alleged in said paragraph.

58. In answer to paragraph 58, respondents deny that said Act, or Section 7 thereof, violates the provisions of the Fourth Amendment to the Constitution of the United States or the provisions of Section 1 of the Fourteenth Amendment of the Constitution of the United States for the reasons alleged in said paragraph or otherwise; and respondents allege that said Act and Section 7 thereof are valid and constitutional enactments, with the exception of certain sections or provisions thereof held invalid by the Supreme Court of Alabama as hereinabove stated.

William N. McQueen, Acting Attorney General;
George C. Hawkins, Assistant Attorney General;
Lange, Simpson, Brantley & Robinson, of Counsel;
Evans Dunn, Attorney for Holt McDowell, as
Sheriff, etc.; D. S. Satterwhite, attorney for Robert E. McAdory, as Solicitor, etc.; John H. Adams, of Counsel.

[fol. 52] IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT
OF ALABAMA

AMENDMENT NO. 1 TO RESPONDENTS' ANSWER TO COMPLAINT
—Filed September 23, 1944

To the Honorables, the Judges of the Tenth Judicial Circuit
of Alabama, in Equity sitting:

Come the Respondents in the above stated cause, and, leave of Court being first had and obtained, amend their answer to complainants' bill of complaint in the following particulars:

A. They amend Paragraph 16 thereof by striking therefrom the words "to the employers of labor" where the same occur together therein (page 11) and inserting in lieu thereof the words "to their members" and by inserting the word "or" between the words "the Director of the Department of Labor" and the words "which may be required to give" where the same occur together in said paragraph (Page 12).

B. The respondents amend paragraph 23 of their answer by changing the period at the end thereof to a comma and adding thereto the following additional averment:

"except that Respondents deny that Senate Bill No. 341 in the form appended to the bill became Act No.

298 of the Legislature of Alabama, Session of 1943. Respondents show that the copy of said Senate Bill No. 341, appended to Complainants' bill immediately following the signature of Counsel thereto, is not identical with the Act of the Legislature as finally passed, known as the Bradford Act. Respondents refer the Court to the Code of Alabama of 1940 (Supplement), Title 26, Sections 376 to 395, inclusive, for a correct text of the Act approved June 29, 1943, appearing in the printed Acts of the 1943 Session of the Legislature of Alabama at Page 253, et seq., and commonly known as the Bradford Act."

C. Respondents amend paragraph 25 of their answer by adding thereto an additional sentence to read as follows:

"See the averments of paragraph 23 hereof, as amended."

D. Respondents amend paragraph 26 of their answer by striking therefrom the last paragraph thereof, beginning with the words "Respondents further say that the provisions" and ending with the words ". . . ." in said above mentioned cases." and substituting in lieu thereof the following averments:

"Respondents further say that the Supreme Court of Alabama in the cases aforesaid, held that the so-called Bradford Act and each part thereof was valid and constitutional with certain exceptions specified in said holding, viz:

'The result of our finding, therefore, is that the Act as a whole is to be sustained, including Sections 7, 15 and 16 under attack in this proceeding: that Section 12, and so much of Section 13 as prevents a strike except by a vote of a majority of the employees in a business, plant, or in a unit of such plant expressed in a secret written ballot, is declared ineffective, together with the provisions of Section 14 intended to make more effective that part of Section 13 as to unlawful strikes; and all of Section 17, are declared to be invalid.'

(Alabama State Federation of Labor, et als. v. Robert E. McAdory, et al., supra.)

E. Respondents amend Paragraph 31 of their answer by striking therefrom the following averments:

"Respondents admit that a controversy does exist between said Complainants and others similarly situated and the Respondents with respect to the validity of said Bradford Act and various provisions thereof. But Respondents allege that the above mentioned causes now pending in the Supreme Court of Alabama, when finally determined, will settle substantially all of the questions relating to the validity of said Act."

F. Respondents amend Paragraph 32 of their answer by adding at the end thereof the following additional averment, viz:

"And Respondents aver that the whole of the said Bradford Act is valid and constitutional with the exception of those parts held invalid by the Supreme Court of Alabama in its opinion in the case of *Alabama State Federation of Labor, et als vs. Robert E. McAdory, et al*, hereinabove referred to."

Lange, Simpson, Brantley & Robinson. Attorneys for Respondents.

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

MOTION TO DISMISS BILL OF COMPLAINT—Filed September 23, 1944

To the Honorables, the Judges of the Tenth Judicial Circuit of Alabama, in Equity sitting:

Come the Respondents and move the Court to dismiss [fol. 54] the bill of complaint, and for grounds of said motion show:

1. The propriety of an injunction to restrain the enforcement of the Bradford Act has heretofore been passed upon by a Court of the State of Alabama of competent jurisdiction to determine that issue, and its decision affirmed by the Supreme Court in the case of *Ala. State Federation of Labor, et al. vs. Lusk, et al.*, 18 So. (2d) 833.

2. A Court of the State of Alabama of competent jurisdiction has heretofore rendered a declaratory judgment

upon the substantial issues involved in this suit, and its decision reviewed by the Supreme Court in the case of *Ala. State Federation of Labor vs. McDory*, 18 So. (2d) 810.

3. The further prosecution of this suit is unnecessary and moot.

Respectfully submitted,

Lange, Simpson, Brantley & Robinson, Attorneys for Respondents.

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

ANSWER TO MOTION TO DISMISS—Filed September 25, 1944

To the Honorable Judges of the Tenth Judicial Circuit of Alabama, in Equity sitting:

Now come the complainants in the above styled cause and for answer to the motion to dismiss the bill of complaint, respectfully show the following separately and severally:

1. The averments of said motion are not true.
2. The state of facts in the case referred to in said motion and the state of facts alleged in the bill of complaint in this cause and to be shown by the evidence are not substantially the same.

Crampton Harris, Solicitors for Complainants.

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

AMENDMENT NO. 2 TO RESPONDENTS' ANSWER—Filed September 26, 1944

Come the Respondents and further amend the answer filed by them in this cause by adding thereto and incorporating therein the following motion:

"Come the Respondents and move the Court to dismiss the bill of complaint, and for grounds of said motion show:

- "1. The propriety of an injunction to restrain the [fol. 55] enforcement of the Bradford Act has here-

tofore been passed upon by a Court of the State of Alabama of competent jurisdiction to determine that issue, and its decision affirmed by the Supreme Court in the case of *Ala. State Federation of Labor, et al vs. Lusk, et al*, 18 So. (2d) 833.

"2. A Court of the State of Alabama of competent jurisdiction has heretofore rendered a declaratory judgment upon the substantial issues involved in this suit, and its decision reviewed by the Supreme Court in the case of *Ala. State Federation of Labor vs. McAdory*, 18 So. (2d) 810.

"3. The further prosecution of this suit is unnecessary and moot."

Respectfully submitted,

Wm. N. McQueen, Acting Attorney General. Lange,
Simpson, Brantley & Robinson Attorneys for
Respondents.

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

AMENDMENT TO COMPLAINT—Filed September 26, 1944

To the Honorable Judges of the Tenth Judicial Circuit of Alabama, in Equity sitting:

Now come the complainants and by leave of court first had and obtained amend their complaint by substituting for Exhibit A attached to said bill of complaint, the following:

"To create a Department of Labor of the State of Alabama and to provide for its personnel, powers, functions and duties and the performance thereof, to provide for the appointment by the Governor of boards of mediation, and to provide for their personnel, powers, functions, duties and procedure to regulate the activities and affairs of labor organizations and to require reports thereby, to make unlawful interference with the right to work, or with the obtaining, use or disposition of materials, equipment, or service, to regulate the exercise of the right to strike, to prohibit the collection, receipt, or demand of money for the privilege of working, to prohibit executive, administrative, professional, or supervisory employees from becoming

ing members in certain labor organizations, to prohibit political contributions by labor organizations, to create civil [fol. 56] liability and to establish civil and criminal penalties and remedies for the violation of this Act and to provide for the enforcement thereof, to make an appropriation for the administration of this Act, and to repeal subsection (2) of Section 3 and subsection (3) of Section 3, and Section 28 of Title 26 of the Code of Alabama.

Be It Enacted by the Legislature of Alabama:

Section 1. Declaration of Policy. The right to live involves the right to work. The public and working men and women must be protected. The activities of labor organizations affect the social and economic conditions of the State and the welfare of its citizens. It is declared to be the policy of this State, in the exercise of its police power and in the protection of the public interest, to promote voluntary and peaceful settlement and adjustment of labor disputes and to regulate the activities and affairs of labor organizations, their officers, agents, and other representatives in the manner and to the extent hereinafter provided.

Section 2. When used in this Act, the terms defined shall have the meaning here ascribed to them unless it clearly appears from the context that some other meaning is indicated: (a) "Labor Organization" or "Labor Union" shall mean every organization, association, group, union, lodge, local, branch, or subdivision thereof, whether incorporated or not, having within its membership employees working in the State of Alabama, organized for the purpose of dealing with employer or employers concerning hours of employment, rates of pay, or the tenure or other terms or conditions of employment, but such term or terms shall not include any labor organization or labor union the members of which are subject to the Act of Congress known as the Railway Labor Act. (b) "Labor Dispute" shall include any controversy concerning terms, tenure or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of employer and employee, provided that this definition shall not relate to a dispute between

an individual worker and his employer. (c) "Outlaw" or "Wildcat" strike shall mean any strike not authorized by vote as provided in Section 13 of this Act.

Section 3. There is hereby created the Department of Labor of the State of Alabama, which shall be an executive and administrative department of the State.

[fol. 57] Section 4. The Department of Labor shall be headed by, and shall be under the direction, supervision and control of, an officer who shall be known and designated as Director of Labor. He shall be responsible to the Governor for the administration of the Department of Labor and shall be appointed by and shall hold office at the pleasure of the Governor. Vacancies in the office for any reason shall be filled in the same manner as original appointments are made. Before entering upon the discharge of his duties the Director shall take the constitutional oath of office as provided for under the Constitution and shall execute bond in such penalty as may be prescribed by the Governor, conditioned upon a faithful discharge of his duties and payable to the State of Alabama. The premium on his bond shall be paid out of the State Treasury as like bonds of State officers. The annual salary of the Director of Labor shall be fixed by the Governor but shall not in any event exceed \$5,000 per annum and shall be payable at the same time and in the same manner as the salaries of other State officers. The Director shall devote his full time to his official duties and shall hold no other remunerative position while serving as Director of the Department of Labor. The Director of Labor shall maintain his office in the State Capitol.

Section 5. (a) It shall be the duty of the Director of the Department of Labor, unless herein otherwise expressly provided, to administer this Act, and to advise the Governor with respect to the provisions thereof. He shall have authority to employ such assistants as may be necessary in the discharge of his official duties and all such assistants shall be subject to the Merit System Act (Title 55, Chapter 9, Code of 1940), and shall be paid in the same manner as other State employees. (b) To the end that strikes, lock-outs, boycotts, blacklists, and discriminations may be avoided, the Director shall have authority and it shall be his duty to investigate labor disputes and to promote the

peaceful and voluntary adjustment and settlement thereof. (c) The Director shall keep a permanent record of his official acts and proceedings and shall keep the Governor fully informed with respect thereto, and shall make an annual report to the Governor in writing covering the activities and accomplishments of the Department of Labor during the preceding fiscal year. (d) It shall be the duty of the Director to make available to any board of mediation appointed by the Governor pursuant to Section 6 hereof all data and information in his custody or possession relevant or pertinent to any matter which such board of mediation may have been appointed to consider, and to render to any such board of mediation such assistance as it may request of him in the discharge of its official duties.

Section 6. Boards of Mediation. The Governor may, whenever he considers it expedient, appoint a board of mediation consisting of three members, for the purpose of gathering facts and information and hearing evidence concerning the cause of any strike, lockout, or other dispute or disagreement between employees or between any employer and his employees; for the purpose of making recommendations for the peaceable solution thereof, and if the parties involved in such strike, lockout or other dispute or disagreement shall in writing submit to such board such strike, lockout or other dispute or disagreement for arbitration, which written submission must contain an agreement to abide by the determination or award of the board, then also for the purpose of arbitrating such strike, lockout or other dispute or disagreement. One member of the board shall be a person who, on account of his previous employment or affiliations, shall be generally classified as a representative of employers; one member of the board shall be a person who, on account of his previous employment or affiliations, shall be generally classified as a representative of the employees; one member of the board shall represent the interest of the public, shall not be generally classified as a representative of employers or of employees and the member representing the public shall be chairman of the board. The Governor may, if he so elects, serve as one of the three members thereof, in which event the Governor shall represent the interests of the public and serve as chairman of the board. Members of such board shall be paid their actual travel expenses and twenty dollars per

day for each day the board is necessarily in session, except that the Governor shall not be entitled to any such per diem allowance. The board of mediation shall have the same power and authority to subpoena witnesses and to compel the production of books, records, documents, and papers as the Director of Industrial Relations or the members of the board of appeals have under Title 26, Chapter 1, of the Code of Alabama, and the same power and authority to enter any place of employment, place of public assembly or public building as the Director of Industrial Relations has under Title 26, Chapter 1, of the Code of Alabama. The board of mediation shall make a finding of facts and a recommendation for settling such strike, lockout, or [fol. 59] other dispute or disagreement, and, if such strike, lockout or other dispute or disagreement shall have been submitted for arbitration, a determination or award, which may be enforced by any court of law or equity in the same manner as other determinations or awards of matters submitted for arbitration. Such board shall remain in session no longer than is necessary to accomplish the purposes for which it was appointed, and in no event more than thirty days in which to make a determination, and the board shall be allowed an additional ten days time to make their findings of fact and recommendation for settling such strike, lockout, or other dispute, or disagreement, and, as soon as it shall have rendered its findings of fact, recommendation, determination, or award, it shall be discharged. Copies of each finding of facts, recommendation, determination and award shall be submitted to the Governor, and the Director of the Department of Labor and to each party or a representative of each party to such strike, lockout, dispute, or disagreement.

Section 7. Every labor organization functioning in Alabama shall within sixty days after the effective date of this Act, and every labor organization hereafter desiring to function in Alabama shall, before doing so, file a copy of its constitution and its by-laws and a copy of the constitution and by-laws of the national or international union, if any, to which the labor organization belongs, with the Department of Labor, but this provision shall not be construed to require the filing of any ritual relating solely to the initiation or reception of members. All changes or amendments

to the constitution or by-laws, local, national or international, adopted subsequent to their original filing must be filed with the Department of Labor within thirty days after the adoption thereof. Every labor organization functioning in the State of Alabama and having twenty-five or more members in any calendar year shall annually on or before February first in the next succeeding calendar year file with every member of their respective labor organizations and with the Director of the Department of Labor a report in writing showing the facts hereinafter in this section provided as of the close of business on the thirty-first day of December next preceding the date of filing. Such report shall be filed by the secretary or business agent of such labor organization and shall show the following facts: (1) the name of the labor organization; (2) the location of its principal office and its offices in Alabama; (3) the name of the president, secretary, treasurer and other officers, [fol. 60] and business agents, together with the salaries, wages, bonuses, and other remuneration paid each, and post office address of each; (4) the date of regular election of officers of such labor organization; (5) the number of its paid up members; (6) a complete financial statement of all fees, dues, fines or assessments levied and/or received, together with an itemized list of all disbursements, with names of recipients and purpose therefor, covering the preceding twelve (12) months; (7) a complete statement of all property owned by the labor organization, including any monies on hand or accredited to such labor organization, which said report shall be duly verified by the oath of the president, secretary, or some other regularly selected and acting officer of such labor organization having knowledge of the facts herein stated. It shall be the duty of the Director of Labor to cause to be printed and to make available to the public forms for making such report. At the time of filing each such report it shall be the duty of every such labor organization to pay the Director of Labor an annual fee therefor in the sum of two dollars. The Director of Labor shall receive, file and index the reports provided for in this section of this Act. The records provided for herein shall be made available by the Director of Labor in his office to the Governor of Alabama for examination. It shall be unlawful for any fiscal or other officer or agent of any labor organization to collect

or accept payment of any dues, fees, assessments, fines, or any other monies from any member while such labor organization is in default with respect to filing the annual report required in this section.

Section 8. Every person shall be free to join or to refrain from joining any labor organization except as otherwise provided in Section 16 of this Act, and in the exercise of such freedom shall be free from interference by force, coercion or intimidation, or by threats of force or coercion, or by intimidation of or injury to his family.

Section 9. It shall be unlawful for any person by the use of force or violence, or the threat of the use of force or violence, to prevent or to attempt to prevent any person from engaging in any lawful vocation within this state.

Section 10. It shall be unlawful for any person acting in concert with one or more other persons, to assemble at or near any place of employment in this State and by force or violence or threat thereof prevent or attempt to prevent any person from engaging in any lawful vocation, or for [fol. 61] any person acting either by himself, or as a member of any group or organization or acting in concert with one or more other persons, to promote, encourage or aid in any such unlawful assemblage.

Section 11. It shall be unlawful for any person, however near to or distant from any place of employment in this State, to hinder, interfere with, or prevent, by the use within this State, of threats, intimidation, force, coercion or sabotage, the obtaining, use or disposition of materials, equipment or service by the employer or operator of such place of employment.

Section 12. It shall be unlawful in and about the business of an employer, for any employee to refuse to handle, install, use or work on any particular materials, equipment or supplies because not produced, processed or delivered by members of a labor organization. Provided, however, nothing herein shall be construed to prevent employers and labor organizations from contracting in writing for the use solely of union-made materials, equipment or supplies.

Section 13. Except as otherwise specifically provided in this Act, nothing herein contained shall be construed to in-

terfere with or impede or diminish in any way the right to strike or the right of individuals to work; nor shall anything in this Act be so construed as to invade unlawfully the right to freedom of speech. No strike shall be had in any business, plant or in any unit thereof except when such strike is authorized by the vote of the majority of the regular employees working in such business, plant, or in such unit thereof, expressed by a secret written ballot. Within 24 hours after the taking of such ballot, if the vote authorizes a strike, the officers or members of the labor organization conducting such ballot shall make and file with the Department of Labor a written report of such balloting showing: (1) the number of persons voting for the strike; (2) the number voting against the strike; (3) the total number of employees working in the business, plant or unit in which the strike is proposed; (4) a statement that no person not working in such business, plant or in such unit thereof cast a ballot in such vote. This report shall become a permanent public record of the Department of Labor, and if wilfully false, the person or persons making it shall be guilty of perjury and shall be punished as provided by the laws of this state for the crime of perjury. A failure to make such report within the time required shall be a misdemeanor. It shall be unlawful for any person at any time [fol. 62] or place by force or the threat of force to seek to secure or prevent attendance at any meeting or voting place at which any strike vote is taken or to influence the vote of such employee at such meeting or voting place by the use of force, coercion or intimidation or by threat of force or coercion or by the offering of a reward or the threat of loss of employment or membership in a labor organization and any person using such force, coercion or threats or offering of rewards or withholding of membership from labor organizations or any person encouraging, aiding or abetting in such prohibited conduct shall be guilty of a misdemeanor.

Section 14. Any person, or two or more persons, who take part in, or agree among themselves or enter into a conspiracy to cause, what is known as an outlaw or wild cat strike as defined in this act, or who induce, urge, advise and participate in any unlawful walk-out or any unlawful obstruction of work or ways or means or process of work thereby

causing stoppage of work in any plant or in any unit thereof affected thereby shall be guilty of a misdemeanor.

Section 15. It shall be unlawful for any labor organization, any labor organizer, any officer, agent, representative or member of any labor organization, or any other person, to collect, receive or demand, directly or indirectly from any person, any fee, assessment, or sum of money whatsoever, as a work permit or as a condition for the privilege of work; provided, however, this shall not prevent the collection of initiation fees or dues.

Section 16. It shall be unlawful for any executive, administrative, professional, or supervisory employee to be a member in, or to be accepted for membership by, any labor organization, the constitution and by-laws of which permit membership to employees other than those in executive, administrative, professional, or supervisory capacities; or which is affiliated with any labor organization which permits membership to employees other than those in an [fol. 63] executive, administrative, professional or supervisory capacity. The provisions of this section shall not be construed so as to interfere with or void any insurance contract now in existence and in force.

Section 17. It shall be unlawful for any labor organization or any organization of employers of labor to make any financial contribution to any political party or to any person who may be a candidate for any political or party office, or to the committee of any political party or of any candidate for office as a part of the campaign expenses of such party, person or committee, or to expend any funds in furtherance of the candidacy of any candidate for public office.

Section 18. Penalties: If any labor organization violates any provision of this Act, it shall be penalized civilly in a sum not exceeding one thousand dollars (\$1,000.00) for each violation to be recovered as a penalty in the Circuit Court of the county in which the violation occurred, the action being brought in the name of the State of Alabama by the Circuit Solicitor of the Circuit in which the violation occurred, and it shall be the duty of the Circuit Solicitor of any Circuit in which any such violation occurs to institute and prosecute such action. The doing of any act forbidden or

declared unlawful by the provisions of this Act, except [fol. 64] where a penalty is specifically provided herein, or the commission of any offense herein declared to be a misdemeanor, shall constitute a misdemeanor, and shall be punishable by a fine not exceeding five hundred dollars (\$500.00), or by imprisonment at hard labor for not exceeding twelve months, or both.

Section 19. The provisions of this Act shall be cumulative of all other existing laws upon the subject, and in the event of a conflict between existing laws and the provisions of this Act, then and in that event the provisions, offenses and punishments set forth herein shall prevail over such existing laws.

Section 20. There is hereby appropriated out of any general funds in the State Treasury not otherwise appropriated such amounts as may be necessary to carry out the provisions of this Act and to pay the salaries herein provided for and the expenses incurred hereunder.

Section 21. If any clause, sentence, paragraph, provision, part or section of this act shall for any reason be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, provision, part, or section thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 22. Subsection (2) of Section 3, and subsection (3) of Section 3, and Section 28 of Title 26 of the Code of Alabama are hereby repealed.

Section 23. This Act shall take effect upon its approval by the Governor or its otherwise becoming a law.

Approved June 29, 1943.

Crampton Harris, Solicitor for Complainant.

[fol. 65] IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT
OF ALABAMA

CONGRESS OF INDUSTRIAL ORGANIZATIONS, et al., Complainants,

vs.

ROBERT E. McADORY, as Solicitor, et al, Respondents

Statement of Evidence

Before Hon. E. M. Creel, Judge

At Birmingham, Alabama, September 25 and 26, 1944

APPEARANCES:

For Complainant: Hon. Crampton Harris.

For Respondents: Hon. James A. Simpson.

This cause came on for trial at Birmingham, Alabama, in the above styled Court, before Hon. E. M. Creel, Judge, on Sept. 25, 1944, being tried on Sept. 25 and Sept. 26, 1944, and the following is a transcript of the testimony taken in said cause:

DENIAL OF MOTION TO DISMISS

The Court: I have gone over the pleadings and the motion to dismiss. I am going to overrule the motion and go into the hearing.

Mr. Simpson: Will you give us an exception, Your Honor?

The Court: Yes, sir.

Mr. Harris: I didn't file any kind of reply to his motion. I want to file an answer that the averments are not true. I am avoiding admitting his motion.

The Court: It is all right to file it.

Testimony of John Brophy

The complainants then offered the following testimony:

JOHN BROPHY, a witness called by complainants, being first duly sworn, testified, as follows:

Direct examination.

By Mr. Harris:

Q. What is your name?

A. John Brophy.

Q. Where do you live?

A. Washington, D. C.

Q. In what business are you engaged?

A. My present position is Director of Industrial Union Councils, which is a central body of C.I.O.

[fol. 66] Q. How long have you been connected with the C.I.O.?

A. Since its inception in 1935, December of that year.

Q. Have you devoted all of your time to C.I.O. work since its inception?

A. I have. I was Organizational Director from the inception of C.I.O. up to and including the year 1940, and from then on I have been Director of the Industrial Union Councils.

Q. Do you occupy any public office in addition to that office, or any public duty?

A. Yes, sir. I am a member of the National War Labor Board.

Q. That is the parent Board is it, in Washington, D. C.?

A. That is right.

Q. How long have you been a member of the National War Labor Board?

A. For over two years. Prior to that I was a member of the National Mediation Board, which was the predecessor of the National War Labor Board.

Q. Mr. Brophy, how long have you been connected with or a member of labor organizations?

A. Forty-five years.

Q. Have you devoted practically all of your time to labor organizations or labor unions and the work of such organizations and associations during the past forty-five years?

A. Yes, as a local member of the union I was active in a local way, and held various positions, local offices and on committees; and then for the past twenty years I have been engaged in executive work and on a larger scale, that is, matters affecting the union, concerned with organizational activities, collective bargaining and the administration of the contracts after they have been consummated.

Q. What was your first union affiliation, with what union?

A. The United Mine Workers of America, which I joined in 1899.

Q. Did you occupy any offices in that Union or any local of that union?

A. Yes. I held various offices in the local union, such as President, and Secretary and Treasurer and also was a Mine Committeeman; and then I was elected in 1917 the President of one of the large Districts of the United Mine Workers in Pennsylvania, a District of some forty-five thousand members; and by holding that office I was engaged in collective bargaining arrangements covering the entire District.

[fol. 67] Q. Now, as I understand it—I will change that—is a District of the United Mine Workers of America a geographical subdivision of the International organization?

A. It is.

Q. Is it composed of many local unions?

A. Yes. That District was composed of some two hundred and fifty local unions.

Q. How long did you say you were President of that District?

A. Ten years.

Q. When did you become active in the Congress of Industrial Organizations, the C. I. O. or the predecessor organization known as the Committee for Industrial Organizations?

A. December, 1935.

Q. Were you one of the organizers of the Committee for Industrial Organization?

A. Yes. I was one of the original Committee that set up the Committee for Industrial Organization.

Q. Where was that done?

A. That was done in the City of Washington, D. C., in December, 1935; and was composed—the Committee was composed of a number of American Federation of Labor unions. Then later the work of organizing proceeded, other unions were formed, and the organization grew as it carried out its work.

Q. Now, could one properly style you as Organizational Director at any time of the C. I. O.?

A. Yes. I was elected at the first Committee meeting as the National Organizational Director, and had the responsibility of carrying out and directing the work of organizing the unorganized.

Q. In your work in recent years in connection with the C. I. O., have you been engaged on a national scale or a local scale?

A. My work has been on a national scale.

Q. As Director of the Industrial Union Councils, what are your duties in connection with C. I. O.?

A. My duties are to—the duties of my office is a clearing house, as it were, for all matters affecting the two hundred and sixty-five or more State and local Industrial Union Councils, and also to direct the local Councils as to their work and give them such advice as they may ask for from time to time.

[fol. 68] Q. Would you say that your experience covers every phase of Union activities, and there is no part of the labor union movement, its development and operation, with which you are not familiar?

A. Yes, sir, I would. I think I have a very complete grasp of the entire field of union labor activities.

Q. Does that apply both to the local unions and the national organizations?

A. Yes, it does.

Q. Now, as Director of Industrial Union Councils, have you been involved in directing organizing campaigns?

A. Yes, I have. My work has been to advise and counsel in that work.

Q. How about your participation and connection in collective bargaining agreements?

A. I have been engaged in large scale collective bargaining.

Q. In the making of the agreements and administration of unions after agreements have been made?

A. Yes.

Q. Now, when you were a member of the local union, were you active?

A. Yes, very active.

Q. Were you active as an organizer then?

A. Yes. All the local people were active in completing the work of organization in our community.

Q. Now, as Organizational Director and Director of Industrial Union Councils for C. I. O.—Judge, whenever I refer to C. I. O., I mean Congress of Industrial Organizations; its abbreviation is in such general use by habit I call it that—as Organizational Director and Director of Industrial Union Councils for C. I. O., have you been in rare and in frequent touch with National and local officials or have you been in constant touch with National and local unions, with labor unions affiliated with C. I. O.?

A. I have been constantly in touch with all National unions as to their various activities, with particular reference, of course, to organizing work and also to the collective bargaining program.

Q. Have the officials brought to you in their problems and discussed them with you?

A. Yes.

Q. Have you in turn given them the benefit of your experience with other organizations, other locals, other unions?

[fol. 69] A. I have.

Q. And the experience you gathered as a national official of the C. I. O.?

A. Yes.

Q. Now, you say you participated in the creation of the Committee for Industrial Organization?

A. Yes.

Q. That was merely the beginning of the C. I. O., wasn't it?

A. That is right.

Q. And it later changed its name from Committee for Industrial Organization to Congress of Industrial Organizations?

A. That is right. That is true.

Q. Now, in your work in the creation of the original C. I. O. in December, 1935, what labor unions or group of labor unions in America went into the formation of the C. I. O.?

A. The United Mine Workers of America, the Amalgamated Clothing Workers, the Textile Workers, the Rubber Workers—

Mr. Simpson: Which?

A. The Rubber Workers, the Auto Workers—some seven or eight unions came together, that is, the representatives of seven or eight national unions came together and set up the Committee.

Q. After the organization, after it was started, did the organization expand?

A. It did. It expanded very rapidly, because it was the purpose of the Committee to render assistance to all its organizational unions, and the unorganized, for the purpose of completing the work of organizing of particularly the basic industries.

Q. When was it the Committee for Industrial Organization became the Congress of Industrial Organizations?

A. In 1938, November, 1938.

Q. Could you give the Court a rough estimate of the International unions that are now a constituent part or members of the Congress of Industrial Organizations?

A. About thirty-five National and International Unions comprise the Congress of Industrial Organizations.

Q. How many members approximately would you say your organizations have?

A. Some six million members.

[fol. 70] Q. Do they operate in practically every State of the United States, including the State of Alabama?

A. They do.

Q. Just what was the circumstances which gave rise to the Committee for Industrial Organization and later the Congress of Industrial Organizations?

A. The necessity of establishing industrial unions that could pool together the strength and experience for the purpose of effectively advancing the work of organization and establishing collective bargaining. It was the conviction of the original group the industrial union type of this organization was best fitted to cope with modern industry. The development of industry the last score or more of years has been large scale, covering several or more states, and concentrating power in a given industry; and to effectively do the job of organizing and to be able to cope adequately at the bargaining table, it was necessary to have a type of union, the industrial form of union, in order to cope with widespread corporate industrial organization of the employers.

Q. Would you say that the organization of the employers had become larger and more extensive in recent years?

A. Yes, very much so.

Q. From your experience, is it your judgment that such an organization as C. I. O. is a practical necessity in order that workmen, or the employees, may bargain with anything like approximate equality with employers in Alabama?

A. I do, yes.

Q. Could you give any illustration of any associations of employers in recent years that have been formed and with which employees have to deal?

A. Yes; corporations such as the United States Steel Corporation and its subsidiaries; the Republic Steel Corporation; and Goodyear Rubber Company—a considerable number of organizations of that type in practically every industry.

Q. Take the United States Steel Corporation, does it engage in business in one state or many states?

A. In many states.

Q. Does it have a vast number of employees?

A. It does.

Q. Does the organizational work—I will change that—do [fol. 71] the terms and conditions of employment in one section of the United States affect the terms and conditions of employment in other sections of the United States with reference to the United States Steel Corporation?

A. Yes.

Q. Is that true also with reference to the Republic Steel Corporation?

A. Yes. All the conditions that prevail in one section impact upon the workers in a given industry in another section. They do operate in a national market, and conditions of labor, the wages, they impact.

Q. What is the name of the union of the C. I. O. that embraces employees, say of the United States Steel Corporation or the Republic Steel Corporation?

A. The United Steel Workers of America.

Q. Does the United Steel Workers of America function throughout America?

A. It does.

Q. What is the name of the union of the employees of the Goodyear Company, for instance?

A. The United Rubber Workers.

Q. Does that Company also operate in many different states in the United States?

A. Yes. It operates in several States.

Q. In recent years has there been any associations of employers formed, or particular group of employers formed, for the purpose of agreeing on national policies with reference to terms and conditions of employment of its employees?

A. Yes. There are some associations of employers who are organized to prevent organization of the workers, or at least effective organization of the workers.

Q. Have you ever heard of an organization known as the National Metals Trades Association?

A. Yes. An unsavory memory for the unions because of their anti-union tactics.

Q. Could you give us any idea of approximately how many metal producing corporations or plants are involved as members of the National Metals Trades Association?

A. Some forty years or more ago, when the Association was formed, some eight or nine hundred concerns came together for the purpose of carrying out their policies.

[fol. 72] Q. And their policy, as I understand it, was to present a united front of employers against demands of employees?

A. Yes. They were against the—at that time they were against the right of workers to organize, against the workers right to strike; and they, in fact, they took the position that management had the absolute right to hire and fire without qualifications.

Mr. Simpson: May it please the Court, I don't want to be interposing immaterial objections; but I think that whole line of examination is immaterial.

The Court: I take it he is laying the premise for Mr. Brophy to substantiate the allegations of the bill with reference to labor activities, particularly those of C. I. O. I do think detailed examination with reference to what some organization has done which does not directly affect this case would be immaterial.

Mr. Simpson: If the Court overrules the objection, which I understand it does, I except. I would like to say he is now proving the sentiment or feeling of the National Metals Trades Association some forty years ago by what Mr. Brophy is pleased to state as his view of the thing. It seems that is an improper method to prove a fact, if it be a fact. We object. It is not the best evidence to offer.

The Court: I sustain the objection to anything not in recent years or months that may effect the case directly.

Q. Do you recall whether the National Metals Trades Association ever adopted a constitution and by-laws?

A. Yes, they adopted a constitution and by-laws.

Q. Do you know whether or not that — about 1909?

A. It was somewhere the early part of 1909.

Q. Has that association of employers been active during recent years?

A. Yes, they are still very active. It is true—well, they were active in opposing the National Labor Relations Act; and after the bill was passed they were active in advising their members against recognizing it; and finally when the Court, the United States Supreme Court, affirmed the Wagner Act, they have withdrawn, of course, their instructions against collective bargaining; but the spleen, their opposition to the union which it had in the inception of that association still actuates that body very much.

Mr. Simpson: We move to exclude that statement.

The Court: Sustained.

[fol. 73] Mr. Harris: About the spleen actuating it?

The Court: Yes.

Q. Mr. Brophy, are you familiar with an organization known as the National Association of Manufacturers?

A. Yes, I am.

Q. Is that an organization that is now alive?

A. Yes, very much alive.

Q. Could you state to the Court whether or not that is an organization of employees or employers?

A. It is an organization of employers.

Q. Have you any idea how many member employers there are in the organization.

A. Originally there were some seven or eight hundred employers that came together to set up the national association. It is a very large body, the exact number I am not aware of.

Q. To refresh your recollection, I will ask if it didn't have in 1938 a membership of approximately three thousand companies?

A. Yes.

Q. Now, from your observation and experience, has an individual employee, as a practical matter, working alone, any real chance for bargaining with an employer such as the United States Steel Corporation or the Goodyear Company, relative to his wages or terms and conditions of his employment?

A. No. He can't bargain effectively on an individual basis with a large corporation.

Q. I will ask you to state whether or not, in your judgment, in order for bargaining to be effective between the employees and these great aggregations of employers, it

is necessary for the employees to be organized on a national scale likewise?

A. Yes, it is necessary.

Q. Now, the National Association of Manufacturers, referring to that for a moment, has it been engaged in recent years in publicity and the use of the radio for the purpose of educating the American people to the supposed advantages of the open shop?

A. Yes.

Q. Do you know of any other of the great national organizations that have been endeavoring by radio and other means to educate the American people to the supposed advantages of the open shop?

[fol. 74] A. The National Chamber of Commerce and its various units have been engaged in such work.

Q. In your opinion, would the fact that these great associations or employers engage in such activities in educational work make it necessary for the employees to engage in activities in the way of propaganda or publicity to educate the people to the advantages of the closed or union shop?

A. Yes.

Q. Mr. Brophy, tell the Court some of the major purposes of union organization or the organization of labor unions?

A. The basis, one of the basic purposes of unionization of the workers is in order that they may effectively bargain as to wages, hours of work and working conditions generally; also that they may be able to inform their members and the public as to their rights under the National Labor Relations Act and other national and state labor acts; to make known to the general public the broad purpose of labor unions. In other words, education, dissemination of information is a primary activity of unions among members and among the general public.

Q. By dissemination of information, do you mean dissemination merely outside of the union hall or dissemination both in union meetings and outside of union meetings?

A. Both. Both in union meetings and outside.

Q. Explain to the Court just how the C. I. O. is organized? For instance, take the United Steel Workers and explain to the Court how the different International Unions are organized, on what basis they are organized?

A. The National Union—the National and International Unions of C. I. O. are set up primarily to organize all the

workers in a given industry, or sometimes all the employees of a certain employer corporation. This National Union then in order to increase strength and influence affiliates with other organizations in a federation, and that federation of National Unions, in which there is a pool of experience and resources, is the Congress of Industrial Organizations.

Q. For instance, as I understand your explanation, the steel workers would not have among its members men who were engaged in the textile business?

A. No; there would be another National Union which would be concerned with the organizing of the textile workers.

[fol. 75] Q. And in the same way; another National Union for the men engaged, say in the manufacture of automobile tires?

A. That is right.

Q. The Rubber Workers of America?

A. That is true; and also a union that would be engaged primarily in the manufacture of automobiles, trucks, equipment in which there was a gasoline engine used; and that would be the United Auto Workers of America.

Q. Would it be correct to say that the basis of organization of these unions of the C. I. O. is an industrial rather than a craft basis?

A. Yes. The industrial type of union, as the name implies, is designed to organize all workers in an industry, regardless of craft, class, race, creed or color. It is an all inclusive union of all workers engaged in a single industry.

Q. In that respect how is it different, for the benefit of comparison, from the American Federation of Labor? On what basis is that Union set up?

A. Well, the Unions comprising the American Federation of Labor are concerned with a form of organization that is primarily craft rather than industrial; so you have a situation where in a single industry there may be a dozen or a score of different crafts or trades; and the A. F. L. organizes workers primarily on the basis of craft or trade.

Q. So some men in the particular industry would be in a craft the A. F. L. organized and other men working for the same employer in the same industry would not be organized because they belong to a different craft?

A. That is right.

Q. But the C. I. O. would give them an opportunity of becoming affiliated with a union all the way from the lowest man to the most skilled man?

A. That is right. It would be an all-inclusive organization of workers, regardless of craft or trade, the basis being they are employed in an industry.

Q. In the collective bargaining between the C. I. O. and the employer, does the C. I. O. make contracts covering merely a plant, or does it make contracts covering all the employees if possible?

A. The objective of the C. I. O. National Union is to get a collective bargaining contract with all the employees of a given company or corporation, and when-ver possible a [fol. 76] contract covering all the workers in a given industry. That is the main objective of the C. I. O. unions in their collective bargaining activities.

Q. I am not sure whether I asked you or not—from your observation and experience, do the wages and terms and conditions of employment that the employees in Alabama work under and receive, the wages and terms and conditions of employment, affect the wages and terms and conditions of employment of other men in other states engaged in the same industry, and same kind of work?

A. They do. What is paid here, and other working conditions under which Alabama Workers operate, have their impact upon the workers in another state, and vice versa the same is true.

Q. Now, with reference to the unions such as the Complainant unions in this case, the United Steel Workers, and Textile Workers, and the United—I have forgotten the names of many of the other basic unions here—the International Union of Mill, Mine & Smelter Workers, are those employees engaged in work of a local nature, what one would call intrastate production, or are they engaged in interstate commerce?

Mr. Simpson: We object to that. I call for the conclusion of the witness.

The Court: I sustain the objection.

Q. In the work that the steel workers, members of the United Steel Workers, are engaged in here in Alabama, are the products of their work sent out into the various states

of the United States, or are they kept and used entirely in Alabama?

A. The steel produced here in this State goes into a national market; in other words, say they go over state lines.

Q. All right. How about cotton products, textile products that are produced in this State through the work of the members of the textile workers union, do they go over the state line?

A. They do. They go into a national market.

Q. Does the C. I. O. have a constitution?

A. It does.

Q. Did it hold a convention in 1942?

A. Yes. It holds annual conventions.

Q. Did it adopt a constitution at that convention?

A. It did.

Q. Mr. Brophy, is the C. I. O. an incorporated or a voluntary and unincorporated association?

[fol. 77] A. It is a voluntary and unincorporated association.

Q. Where is the principal office?

A. Washington, D. C.

Q. And who is President of C. I. O.?

A. Philip Murray.

Q. Now, does the C. I. O. issue certificates of affiliation to these National and International Unions you were mentioning - while ago?

A. Yes, it does.

Q. Do these National and International Unions have their own constitutions?

A. They do.

Q. And do these affiliated National and International Unions issue charters to local unions, or the International C. I. O.?

A. The National Union issues charters to local affiliates. The only charter the C. I. O. issues is a certificate of affiliation to National Unions and to Councils, which are central labor bodies or federations in a community or a state.

Q. Does either the C. I. O. or any of its affiliated unions engage in activities of a commercial nature, are they in any business conducted for profit?

A. No; they don't operate for profit.

Q. How do the constituent National and International Unions operate as among themselves in the exchange of ideas and information or views or anything else?

A. The National Unions will advise their members through representatives, either in person or through letters, communications, the printed word, through official newspaper organs, the radio; in fact, uses all of the facilities, the common facilities for the purpose of advising their membership of policy, procedures, and the general objectives of the respective International Unions and of the C. I. O. in general.

Q. Does the C. I. O. publish newspapers?

A. It does. It has a national organ known as the C. I. O. News.

Q. Do any of the National and International Unions have their own individual organs?

A. They practically all have their own national official organ, and many of the units of the national union will also have their official organ.

Q. Now, you say you engage in educational program. Just what sort of education is encouraged and fostered?

[fol. 78] A. Well, the form of education is to acquaint the membership with the importance of organization, unionization, complete unionization, the collective bargaining, and what is important and material in presenting a case or claims to be bargained out with the employer, to advise with the membership as to legislation already on the statute books, to acquaint them with pending measures which may be favorable to the advancement of the objectives of unionism, and also to advise with reference to legislation that is inimical to the welfare of unions. In other words, there is a constant stream of information passing back and forth between the respective National Union and its local affiliates on every phase of union activities, which includes all these factors, legislative, political, bargaining, unionization; in fact, the whole gamut of association life is dealt with by the Union through the printed word and oral word.

Q. Is there much money spent on the educational program?

A. Yes. There is a large amount of money spent in such activities, because in addition to what I have told you, there is also the question of advising the groups, the local groups, as to how to efficiently carry out their work. For instance,

there may be a group of workers called together to make more efficient committeemen in dealing with activities.

Q: Is this educational work confined to members of the local unions or does it also reach out to men engaged in industry who are not affiliated with any union of the C. I. O.?

A. It reaches out to all workers engaged in industry, and for that matter to the general public as well, that they may be made acquainted with the objectives of the union.

Q. Does C. I. O. and the National Unions affiliated with it maintain any regional representatives throughout the country and in Alabama?

A. Yes, it does. It has some several hundred employees who are regional employees in Alabama and other States throughout the country.

Q. Take your branch of work as Director of Industrial Union Councils, does Alabama have an Industrial Union Council?

A. It does. It has a State Council and has some local councils, community councils.

Q. Who is the officer in Alabama?

A. Carey Haigler is State Representative.

Q. What do these representatives in Alabama of C. I. O. [fol. 79] do in this state, what is the nature of their activities?

A. The State council is concerned with, broadly speaking, with education among its members and with the general public as to the aims and policies of C. I. O. They are interested in legislation, that is, they are interested in the proper administration of labor legislation, concerned with securing additional favorable legislation that will protect the interests of the workers in the community. In general they are concerned with the election of candidates for office. In fact, the Councils, state and local are concerned broadly with every activity of a community or state character, including, of course, the special interests of the workers.

Q. Do these men also seek to organize any local unions to be affiliated with C. I. O.?

A. They do.

Q. Does the National office of C. I. O. have requests for information coming in to it from various local unions and local officers and Industrial Councils officers?

A. It does.

Q. And do they endeavor to supply that information when requested?

A. They do. They have an educational and research department, legislative department; in fact, they set up all the special agencies necessary to advance the broad program of the C. I. O.

Q. How about financial assistance from the National organization of the C. I. O. to the various local organizations?

A. Both financial and advisory assistance is extended from the national C. I. O. to its affiliates.

Q. Suppose that factual situations develop and the local unions in some distant state from Alabama have experiences that furnish information to the national office, does the national office in turn disseminate knowledge of this to the men in Alabama?

A. Yes, it does. The national headquarters is, you might say, a reservoir for the collecting of the experiences of the movement throughout the nation and disseminates it wherever it will be helpful and advantageous. In other words, there is this inflow and outflow, as it were, of the information that affects the program and policies of the C. I. O.

Q. Where is the income of C. I. O. derived?

A. It gets it from a per capita tax mainly from the National Unions and the nominal affiliation fees.

[fol. 80] Q. Do you know how the National Union gets its financial resources or income?

A. Yes, it gets its income from the local unions in the form of per capita tax payments.

Q. And the local union in turn gets its income in the form of what?

A. They get it in the form of dues from its members.

Q. Does the C. I. O. maintain a national legislative department?

A. It does.

Q. What does that department do?

A. Well, that department is concerned with keeping in touch mainly with the national legislation, the bills which are being introduced, it examines them as to their character, if they affect labor unions; and they interview the Congressmen about these bills, also advise Congressmen as to their views, the views of labor, C. I. O. labor, on these bills. If they are favorable to labor, of course, we urge, petition

and urge the Congressmen to support them; if they are otherwise, we ask them to oppose these measures.

Q. Well, suppose a man has been in Congress and has had occasion to vote from time to time on various measures that directly or indirectly concern labor, does the C. I. O. do anything about giving the record, the voting record of such a man to his constituents when he is up for re-election?

A. Yes. That is one of the duties of the legislative department, to advise their membership in the respective Congressional Districts as to the voting record of a Congressman in question. I might add, too, that one of the duties of the legislative department, along with National representatives of their respective National affiliated Unions, is to appear before Congressional bodies, committees, in support or opposed to a measure in which we have an interest.

Q. Do they actually engage in that work?

A. They do.

Q. Let us take up a moment the method and plan by which contracts covering the relations of employees to their employers are arrived at, who negotiates them, and the general scheme and plan of entering into a contract. Take, for instance, the United Steel Workers of America. Are you familiar with the manner in which they enter into contracts?

A. Yes, I am.

Q. What is it?

[fol. 81] A. Well, all contracts negotiated, the National Union is a party to the making of those contracts. As I said earlier, the objective is to get as broad a coverage, collective bargaining coverage, as our strength will permit, and ultimately to get complete industrial coverage, so that the bargaining representative will be selected by the, * * * by action of a national convention in which the local unions participate in formulating the demands and the procedures in reference to bargaining.

Q. Now, ordinarily, prior to the expiration of a contract, do negotiations for a new contract begin?

A. Yes, ordinarily they do.

Q. And those negotiations are generally conducted by whom, the local or the national organization?

A. Ordinarily by the, * in the steel workers by the national organization operating under a mandate of the local unions; in other words, the local unions have met in convention and have determined upon the representatives and the procedures, as well as the demands that will be submitted to the employer in the effort to secure a new contract.

Q. Now, are the contracts entered into, say by the employers and United Steel Workers, those engaged in the steel business, at all similar to the contracts between men engaged in the automobile business or rubber business, in other words, is there any policy on the part of C. I. O. to have the contracts similar or dissimilar?

A. Well, they all follow the same pattern, in the sense they all want a contract that will cover at least all the employees of a given company or corporation, and a contract, the ideal, of course, is a contract that will cover the entire industry, but each National Union makes its own contract, and to that extent is somewhat different than the contract of another union with another set of employers in another industry.

Q. Now, let us take, in your experience as the basis, let us have a general outline of how the C. I. O. and its various affiliated organizations go about the organization of a particular plant, if there is any general method and plan followed:

A. Ordinarily a few workers may become interested in the subject of organizing at a given plant; they discuss the subject, and they resolve to secure the assistance of a C. I. O. National Union that they be in that industry, or at least they contact some representative of the C. I. O. in that area. They thus secure information and advice. They then get—they go ahead and contact other workers. They [fol. 82] may have decided to sign a card of affiliation with the National Union and authorizing the union as bargaining agent or representative. They then interview other workers. That may take place going to and from work and it may take place at the noon hour. There is a flow of discussion going on about the advantages of unionization. And then as they get additional people interested, workers interested in the question of joining the union, they may employ other methods, they may pass out leaflets at the factory gate; they may and do disseminate literature which deals with the subject of unionization at greater length;

and from there on they may hold a private meeting, and later a public meeting, in which there is a discussion of the aims and purposes of the union. These public meetings will be open to the workers and others who may be interested; and they may be addressed by a representative of the National Union or any of the C. I. O. affiliates, who discuss unionization and its advantages and the union's program; and as they go on and acquire sufficient numbers, strength, they may then decide to, at that point, to establish a local union of that National organization. Then they will elect officers. They may have before that or later elected shop committeemen. In other words, they carry forward the work of organizing and the administration of the unions, both in its private organizational sense and in its relation to the job of bargaining, taking care of grievances on the job and securing a contract. It may be toward the latter part of the organizational campaign they have reached the point where they will petition the National Labor Relations Board for an election in order that they may be certified as the exclusive bargaining agent for these workers; and that is the general procedure of the union in its organizational work. It might go fast or slow depending upon many circumstances; but that is the procedure, persuasion, education, organization, all designed to achieve the ultimate of unionization for the employees, which will be consummated in a collective bargaining contract, which will mean complete unionization of all workers in that plant.

Q. Take this general plan you mentioned and described, where a man is not a member of the union and as a result of this organization work, he desires to become a member, how is membership effected?

A. It is effected by the individual employee signing a card, in which he indicates his desire to become a member of the union, and assigning to that union the right to act as his bargaining representative.

[fol. 83] Q. Now, is it the professed aim of the C. I. O. to organize not merely the employees of a particular plant but employees of all plants in a particular industry that are operating in the state?

A. It is to organize all the workers engaged in a particular industry.

Q. You spoke about shop committeemen or ship stewarts, what do you mean by shop committeemen as selected by the employees?

A. Shop committeemen or stewarts are the representative of the workers who are delegated with the power to act as the representatives of the union in dealing with grievances which may arise from time to time, and they are brought to the attention of these committeemen, and their duty is to take care of the worker in relation to the employer, to act as his representative in fact, and they may be selected from various units of the plant in order that there may be the pooling of the experience of all the workers in a plant which may be subdivided into shops or divisions of that plant. In other words, a shop committeeman will have to have some practical knowledge of the job in his respective department in order that he can intelligently deal with grievances that are brought to his notice and advise the worker if there is merit to it and also intelligently present the case to the employer's representative.

Q. Does this organizational work continue as long as the union exists, in a particular industry, that is, are you constantly soliciting new members?

A. Yes. The work of organization continues because of new members coming in; but the intention, of course, of the union is to secure a contract that will provide for an all-union shop, in order that there will be security, as it were.

Q. What do you mean by an all-union shop, is that the same as a closed shop?

A. Well, the most perfect type of all-union shop is the closed shop as we describe it.

Q. What is a closed shop?

A. A close shop is a shop in which a worker in order, a new worker in order to get employment at the plant must be a member of that union, and in case there is an opening, the employer can employ him. And there are other types of union shop. There is the so-called union shop, which is a variant of the closed shop.

Q. What is the difference between the union shop and the closed shop?

[fol. 84] A. Well, the difference between those is, that the union shop any worker can apply to the manager for employment, and if hired, goes to work with the understand-

ing that after he has been there a certain number of days or weeks, as provided for in the contract, he will join the union. Then we have another variant which evolves out of the labors of the National War Labor Board, that is maintenance of membership.

Q. What do you mean by that?

A. The maintenance of membership is that any worker who joins the union must remain a member of that union during the life of that contract, the theory of the War Labor Board being that the union, particularly during the war period, a union should be free from any threats at its existence and devotes all of its attention to the job of producing. In other words, that once a person has signified his desire to affiliate and has affiliated, he must for the balance of that contract period remain a member of the union. In case he doesn't maintain his membership and has been duly notified and is in defiance, he can be discouraged under the union maintenance rule.

Q. After you get your organization and have your local union, as I understand it, the next thing they try to do is to get a contract with the employer or to be recognized as the bargaining agent under the provisions of the National Labor Relations Act, is that correct?

A. That is correct.

Q. That is the uniform procedure?

A. That is the procedure.

Q. In the work of the C. I. O. how is it determined whether or not the union is the collective bargaining agency in a particular plant?

A. It is determined by an election operating under the authority of the National Labor Relations Board, that is, an election is held, and if a majority of those voting declare in favor of a particular union, then that union is certified as the exclusive bargaining representative for the workers employed in that plant, or plants, as the case may be.

Q. Has that method which you describe been used in the State of Alabama in recent years?

A. Yes, it has.

Q. Is it still in effect in the work of the C. I. O.?

A. Yes.

Q. Does each local union have financial transactions?

A. Yes, they do.

[fol. 85] Q. Do they have any officer whose job it is to keep a record of such transactions?

A. Yes. There are officers selected or elected to take care of all financial transactions on forms supplied by the national office of that union.

Q. Does he keep records showing what individuals have paid due and what individuals have not?

A. Yes, he does.

Q. Do his records show the individual strength of the union, that is, the number of the members?

A. Yes, it does.

Q. How are these dues collected?

A. In many instances, they are collected by or through what are known as collectors. They may be committeemen who are named to collect from certain workers; or they may be paid by the individual member at the local union meetings or at the office of the local union. It depends upon circumstances and the stage of organizational progress as to the manner in which they are paid.

Q. Is it a practice to have employees in a particular department assigned the job of collecting these dues?

A. Yes.

Q. From your experience is the maintenance of union security, as you expressed it, essential to the existence of labor unions?

A. Yes, very essential. It is essential in this, in a very special sense, that there is responsibility imposed upon a union to not only negotiate a contract after the workers have been organized, but to see it is carried out; and it is essential, therefore, that the union be in a position to enforce observance of the contract and its terms. In other words, if an individual or individuals are defiant and become recalcitrant as to these obligations, which are explicit and implicit in the contract, then the union can discipline these recalcitrant members, and expel him from membership and demand he be discharged.

A. As I understand it, as you testify, contracts giving labor security, that is, giving maintenance of membership rights have been approved by the National Labor Relations Board and by the War Labor Board?

A. Yes.

Q. Have you ever read the Bradford Act?

A. Yes.

[fol. 86] Q. Involved in this case?

A. I have.

Q. Now, Section 8 of the Bradford Act reads, as follows:

"Every person shall be free to join or to refrain from joining any labor organization except as otherwise provided in Section 16 of this Act, and in the exercise of such freedom shall be free from interference by force, coercion or intimidation, or by threats of force or coercion, or by intimidation of or injury to his family." That is the first part of that, "every person shall be free to join or to refrain from joining any labor organization except as otherwise provided in Section 16 of the Act." Bear that in mind. Section 16 reads, as follows: "It shall be unlawful for any executive, administrative, professional or supervisory employee to be a member in, or to be accepted for membership by, any labor organization, the constitution and by-laws of which permit membership to employees other than those in executive, administrative, professional or supervisory capacities, or which is affiliated with any labor organization which permits membership to employees other than those in an executive, administrative, professional, or supervisory capacity. The provisions of this section shall not be construed so as to interfere or void any insurance contract now in existence and in force." Bear in mind Section 16, dealing with supervisory employees and executive, administrative or professional employees. Does the phrase, "every person shall be free to join or to refrain from joining any labor organization," as a practical matter, go contrary to what you have described as maintenance of membership, which the C. I. O. unions get from the National War Labor Board and the National Labor Relations Board?

Mr. Simpson: We object to the question.

Mr. Harris: I have qualified him or attempted to qualify him, if the Court please, as an expert on the operation of unions or union organizations.

The Court: Sustained. As I understand it, you are asking him to interpret a part of the Act, which I think would be a function of the Court.

Mr. Harris: We except.

Q. Mr. Brophy, what has been the policy of the C. I. O. with reference to living up to its contract obligations?

A. The policy consistently has been to have full compliance with our contract on the part of our membership, as [fol. 87] well as on the part of the employer.

Q. Does union security have any operation or effect upon the ability of the union to keep its contract?

A. Yes, it does.

Q. How is that?

A. Well, it means the union is free to devote itself to the job of maintaining the contract by insisting upon all of its membership carrying out their obligations as provided in the terms of the agreement.

Q. And if a member doesn't live up to the contract made for that particular union, then under union security, the unions can expel him and keep him out, is that correct?

A. That is right. While it is true it might not be called upon to do that many times, it is because there is that right with the union to impose discipline if members get out of line in carrying out the contract.

Q. Now, from your experience in the labor movement in America, what is the result of the right of employees to lay down their tools in concert?

A. Well, the result of having the right to lay their tools down in concert, in other words, the right to strike, means there is some degree of equality in bargaining power between the union and the employer; and therefore it makes for some balance, as it were, of the two forces.

Q. By balance of the two forces, you mean balance of bargaining power between the employee on one hand and the employer on the other hand.

A. That is right, of course, I may say this, that under present conditions, the war emergency, the C. I. O. has given a pledge to refrain from the strike weapon; and the policy of the C. I. O. to observe that pledge of no-strike during the war, of course, that is made possible because of the fact there is an agency, the War Labor Board, to whom disputes, and the failure of settlement, to whom disputes between employer and employee may be submitted and adjudicated.

Q. What is picketing?

A. Picketing in union terminology is the advertising of grievances or a strike; the use of persuasion to workers to join in a common effort; in other words, a picket is an agent who is advertising grievances, issues, a program, to get that concert of action that is necessary to carry out the program of the union.

Q. Well, is picketing a means of presenting to the public the union side of a strike or the means of presenting to the [fol. 88] public information of the fact there is a strike?

A. Yes. Picketing is a means to disseminate information that there is a strike or the issues that are involved in a strike.

Q. Is that a course or means of procedure that is widely or generally used or seldom used in strikes in America?

A. It was used very generally in past times. It is use of the oral word or the printed word in the form of leaflets that state the issues or pamphlets where issues are dealt with in an extensive way.

Q. From your wide experience in labor work, would you say picketing is an effective means of publicity?

A. Yes. It is a form of salesmanship. Sure. It is a means of putting over an idea to other people, and by the use of persuasion to get them to accept ideas and have a concert of action in regard to them?

Q. You say it is a form of salesmanship, just what do you mean by that expression?

A. Well, I mean it is a form of persuasion; that is what I mean. It is a common practice in several lines of associational business activities to persuade and in several lines of business; and in business you might call him a salesman and in union activities you may call it picketing; but fundamentally it is the exercise of education, persuasion to convince a person.

Q. In your experience with the labor movement, have you ever known of the members of a labor union calling upon non-members of a union to determine whether or not there should be a strike?

A. Yes, through the picket.

Q. No; you don't follow me. I am going away from picketing now, and am talking of the calling of a strike. In all your experience as a labor organizer and worker, have you ever known of the members of a union calling upon non-members to determine for them whether they should have a strike?

A. No. The members of the union determine the strike, determine the policy of whether there shall be a strike.

Q. What is the customary and normal method in unions affiliated with C. I. O. in determining whether or not there shall be a strike?

A. Well, there are various methods; but one of the method is that the local union representatives in convention may delegate to certain institutions, may be the Executive Board or chief Executive Officers, the right to determine under certain conditions whether or not a strike should be called. That is one Method. Another method, depending [fol. 89] upon the extent of the strike, or the area or business involved, it may decide to hold a public meeting of the members and there determine, make up their decision and determine their course of action; and quite often, even then, that action will have to receive the approval of some of the higher officers of the organization, maybe the Executive Board.

Q. That is in normal peace times the procedure?

A. That is right. If you are referring now to the preliminary stages of organization and work, then the local union may determine the strike, the issue of a strike, in order to attain its objective, which may be to win an agreement, a satisfactory collective bargaining agreement.

Q. Have you considered Section 13 of the Bardford Bill?

A. Would you read it to me?

Q. It is rather long. I would rather you read it. (Hands witness pamphlet.)

A. I have read the Act, but I am not sure about the numbers. (Witness looks at pamphlet.)

A. I have read this section.

Q. Have you ever known of a strike being authorized by the vote of people who were not members of the union which was going on a strike?

A. No. Usually it is the members of the union who determine that issue.

Q. Mr. Brophy, has it or not been the policy and custom of the C. I. O. to refuse to handle non-union material?

A. There have been many instances where they have refused to handle non-union material.

Q. Now, as an instrumentality or agency in union work and organization is the power and right to refuse to handle non-union material, and is the exercise of that power, a practical means of strengthening unions?

A. Yes, particularly in the initial stage of organizational activities and the early stages of relationship with the employer.

Q. Now, can you point out any provisions of the constitution of the C. I. O. that are directly affected or set aside by the expressed terms of the Bradford Act?

Mr. Simpson: We think that would be a conclusion of the witness.

The Court: Sustained.

Mr. Harris: We except.

[fol. 90] Q. Now, are the financial records—I didn't ask you about the International Union, I asked about the local—are the financial records of International Unions affiliated with C. I. O., and the C. I. O. itself, kept in such a way as to show the financial strength of the different unions and of the C. I. O.?

A. Yes.

Q. Do those records purport to detail all the financial transactions of the unions?

A. They do.

Mr. Harris: I think that is all I care to ask the witness at this time, if the Court please.

Cross-examination.

By Mr. Simpson:

Q. Mr. Brophy, of which constituent union of the C. I. O. are you now a member of?

A. I am a member of the Stone Workers and Allied Activities Union.

Q. Is it possible for a member to be a member of C. I. O. and not belong to one of the constituent unions?

A. No.

Q. There is no such thing as a member of C. I. O. who is not a member of one of the constituent unions?

A. He must be a member of a constituent union.

Q. C. I. O. as such, as distinguished from its constituent unions, then have no members in Alabama?

A. Yes, in this sense, there are local industrial unions which are chartered by the National C. I. O. directly. A local industrial union is usually a group of workers for which as yet there has been no national union set up. As it were, it is the nucleus for later on to develop the setup of a national union; so they can be members of local unions

who are responsible directly to the national C. I. O. office.

Q. Let me get that clear. You mean the local union is directly responsible to C. I. O. or the individual member is directly responsible to the C. I. O. office?

A. Well, the local union is chartered by the national C. I. O. office, and the member of the local union is, his per capita tax is paid direct to the C. I. O. office, just as the per capita tax of another union which is affiliated with C. I. O. pays their tax to the national union. It is an exception, but it is a continuing exception, due to the state of organization in some new industry.

[fol. 91]. Q. Can you mention an example of that kind in Alabama?

A. I would have to check the records.

Q. So far as you know, there is no such union as you describe in Alabama today?

A. I would assume there would be a local union. Without having the record before, I can't name them; but even if there aren't, such a union, in the order of events, such a local union would come into existence; because there will be situations where a group of workers do not belong to any of the existing national unions, in other words, a national union has still to be formed in that particular industry. There may not be much of that industry in Alabama; but there is some.

Q. That local union, you say, is the nucleus of a possible national union?

A. It is. But I was going to say as an exception. Until such time, which may be long or short, it is responsible directly to the national C. I. O., just as another local union in another industry would be responsible to the National or International Union.

Q. The individual member of that local has his membership in the local?

A. That is right.

Q. And the local, in turn, affiliates directly with C. I. O.

A. That is right.

Q. And the individual member of that local is not himself a member of C. I. O.?

A. Yes; we are all members of C. I. O. It is just in the same sense you may be a citizen of Birmingham and the State of Alabama and a citizen of the United States, so I may be a member of a local union that is affiliated with a

National Union that is in its turn affiliated with the C. I. O. We have the overall membership, as it were, in this fraternity of local and national unions.

Q. A member of that local we are talking about is a member of the C. I. O. in the same sense as the members of the United Steel Workers?

A. That is right.

Q. And no other?

A. They assume, the national officers of the C. I. O. assume to the local industrial union the same functions as the officers of the national union have toward a local union.

Q. That is when a local union has no membership large enough to make it national in scope, you then don't bar [fol. 92] it from being affiliated with the C. I. O. because it is small?

A. No.

Q. You do give it certification of affiliation?

A. That is right.

Q. It is a question of size and not quality as to your connection with it, isn't it?

A. That is true.

Q. So far as you know, no man can be a member of C. I. O. and not be at the same time a member of some other constituent union of the C. I. O.

A. That is right.

Q. You stated at the beginning of your examination there were certain organizations of employers and certain employers that operate on a national scale with whom it was necessary for workers to contract; you gave three illustrations in your statement, the United States Steel Corporation and its subsidiaries, the Republic Steel Corporation, and Goodyear Rubber Company?

A. That is right.

Q. There are others, are there not?

A. Yes.

Q. Now, in your view, is there any objection to a union which has to represent workers in dealing with those industrial units submitting to the same degree of state regulation or control those industrial units submit to when they come into the State of Alabama?

Mr. Harris: I think that is argumentative.

The Court: Overruled.

A. Well, there is a fundamental difference between a corporation and a union; and a union is a non-profit organization; and any regulation that interferes with the right of self organization to any degree and impedes collective bargaining contracts, once it is consummated, will be unfair to the basic rights of the workers; and I think that is one of the objectionable things about the Bradford Act from the standpoint of labor. After all, it is directed against labor and not directed against corporations.

Q. Do you know those corporations do submit to examination as to their financial structure, examination of their income and operations, and regulation as to their expenditures within the State of Alabama?

A. I don't know it as a matter of fact, but I assume they do.

Q. Now, do you object and in your opinion—I will put [fol. 93] it this way: do you see any reason why labor organizations should not submit to the same kind of regulation as those organizations with which it is dealing submit in coming into this State?

A. I think the union should not be submitted to regulation that is a restraint on the right of self organization and collective bargaining.

Q. Now, you make a contract for the employees in a given shop, and you make that contract, we will say, in a shop which is engaged in interstate commerce within the meaning of the National Labor Relations Act, and you act as the recognized bargaining agent of its employees. Do you act for only your members or do you act for all employees in that shop?

A. Once certified, we act for all the employees in that shop.

Q. It is true then that your organization acts for persons and makes collective bargaining contracts for persons who are not members of your union or any affiliated union?

A. The objective is to attempt, once we have got certification and the right to represent all of those employees in collective bargaining, the object of the union then will be to secure a bargain which will have as its provision an all-union shop.

Q. In other words, your object is to get everybody into the union?

A. That is right.

Q. It does happen, I say, that you make contracts frequently, and have in Alabama, that affect the livelihood of persons other than members of your organization?

A. I can happen.

Q. It does happen, doesn't it?

A. Yes.

Q. And it must happen under the national Labor Relations Act and affect all persons within an appropriate unit?

A. That is right. But the union will continue to get all workers into the union, even where we do not have a provision in the contract for an all-union shop.

Q. You have the right to pass on whom you accept and whom you exclude from your unions, don't you?

A. That is right.

Q. And do you maintain that an organization which comes into Alabama and acts for persons who are not members of that organization should submit to no regulation or restraint or control by the State of Alabama?

[fol. 94] A. No, I don't maintain any such thing. What I do maintain is there should be no restraints imposed upon the workers of Alabama that would in any way impede their rights to self organization and the attempting of wage agreements with the employers which will provide for an all-union shop.

Q. All right. Is that the extent of your objection to the Bradford Act?

A. That is one of them.

Q. Now, you stated among the objectives of the C. I. O. is education?

A. That is right.

Q. And as Mr. Harris used the term, propaganda, not only among your own members but among the public, is that correct?

A. That is correct.

Q. C. I. O., distinguished from the constituent unions, maintains a treasury of its own, does it not?

A. Yes, it does.

Q. Does any of that money find its way into educational movements?

A. Yes, it does—into all the various educational activities.

Q. In Alabama?

A. In Alabama, among other states.

Q. In preaching the doctrine of national organization, believed to be the true doctrine, to its membership?

A. Yes.

Q. Is does that by radio?

A. That is one of the mediums.

Q. By newspaper advertising?

A. Yes, sir.

Q. Distributing printed matter?

A. That is right.

Q. Leaflets?

A. Yes.

Q. And by picketing?

A. Yes.

Q. And by public speaking?

A. That is right.

Q. And by all other means of communication and persuasion?

A. By all known means of communication.

Q. That process of education and propagandizing—and I don't use that term in an offensive way—reaches, as you [fol. 95] say, not only your own membership but the public in general, doesn't it?

A. That is correct.

Q. And it is so directed, isn't it?

A. That is true.

Q. And in furtherance of that campaign or program funds are spent which come out of the treasury of the C. I. O. as distinguished from any of the constituent unions?

A. That is right. It comes from various units of the organization but does come from C. I. O.

Q. Various units may contribute but C. I. O. also contributes?

A. That is right.

Q. Some of that money is spent in Alabama, isn't it?

A. Yes.

Q. That has been going on for how long a time?

A. Well, since the inception of C. I. O., which began in 1935.

Q. I believe you said the central office, and therefore the treasury of the C. I. O., is located in Washington?

A. That is true.

Q. Are any of the national officers citizens of Alabama?

A. No. There are representatives of C. I. O. office, numbers of them, that are citizens of Alabama.

Q. You have subsidiary representatives of the national organization who are citizens of Alabama?

A. Yes; and also, they also have field representatives of C. I. O. who are citizens of Alabama.

Q. Who directs the policy of C. I. O.?

A. The direction of the policies of C. I. O. is, first, a convention, which meets annually and determines the program and basic policies; the next, of course, is the executive board of the C. I. O.; and, third, are the executive officers, which would be the president and his staff representatives, president, secretary and staff representatives of the C. I. O.

Q. How many members are there of your executive board?

A. Well, there would be at least—about—at least thirty seven.

Q. And next to the convention—

A. Pardon me. And in addition to that there are six vice presidents; so that it would mean over forty people constitute the executive board.

Q. Are any of those gentlemen citizens of Alabama?

[fol. 96] A. No. They are all citizens of the United States.

Q. But are any citizens of Alabama?

A. Not that I can recall.

Q. Are any of your national officers—I believe I asked you this—citizens of the State of Alabama at the present time or ever have been since 1935?

A. No, I think not.

Q. Next to your convention and executive committee, the national officers are the persons who establish policies and direct activities of the C. I. O., are they not?

A. That is true.

Q. Do they have charge of this educational program and propagandizing program you spoke of?

A. It is under their direction and in accordance with the programs laid down by a national convention, which has representatives from all unions and all areas throughout the country, including Alabama.

Q. Of course, the national convention doesn't go into details of management of this union?

A. It determines the program and general policies; and there is a very wide discussion of the program and policies on the convention floor and in the committees.

Q. But the actual direction of the activities of the organization is in the hands of primarily the officers and secondarily of the executive committee, isn't it?

A. That is right.

Q. Is it your contention the C. I. O. should be allowed to spend sums of money in educational work and propagandizing work in the State of Alabama without any responsibility to or control by the State of Alabama?

A. It is my contention that the funds that are expended in legitimate activities are properly the matter of the association involved, that is, the union in this case; that there is no reason to restrain the union from the legitimate use of its funds to attempt legitimate objectives which are in accordance with the basic law of the land.

Q. And the basic law of the State of Alabama?

A. Yes. I assume it would be, I assume there would be no conflict between the state and national law, there would be harmony.

Q. You concede the State of Alabama should have a voice in determining whether there is such conflict or not?

[fol. 97] Mr. Harris: We object.

The Court: Sustained.

Mr. Simpson: We except.

Q. You say that in addition to your educational and propagandizing work, you also have a department which devotes itself to legislation?

A. Yes.

Q. Does it devote itself to Federal Legislation?

A. Yes, it devotes itself to Federal legislation.

Q. Does it devote itself to state legislation?

A. It does.

Q. Does it devote itself to passing of ordinances and laws by municipalities?

A. Yes. It is concerned with all legislative measures which affect our members as workers and as citizens in their respective communities and civil rights in every respect.

Q. Any statute which affects one of your members affects every member of society, doesn't it?

Q. Well—

Mr. Harris: We object.

A. It can.

Mr. Harris: That is argumentative.

The Court: Sustained.

Q. You devote your attention to legislation of a general nature, do you not?

A. I am concerned, I am interested in legislation of a general nature and legislation of a particular nature in so far as it affects our activities as a union.

Q. You are interested primarily in presenting your viewpoint in regard to proposed legislation, aren't you?

A. Primarily we are concerned with legislation that affects our view point. We are concerned with many other things, because after all we are sort of a dual personality. We have industrial rights we are primarily concerned with, and also civil rights we are concerned with.

Q. You are concerned with the whole body of legislation and you attempt to exercise your influence upon it?

A. Yes; but primarily with this type.

Q. You spend funds to exercise influence?

A. Yes.

Q. How do you attempt to exercise that influence?

[16] 98 A. We exercise it in the form of education, that is, use of the printed word, and one form it may take is the form of letters, communications. It may take the form of printed matter like leaflets, pamphlets, booklets. It may take the form of representatives of the local and other units of the organization interviewing legislators.

Q. Lobbying?

A. Yes; the exercise of the right of petition; and petition is a form of lobbying.

Q. You maintain a regular staff of persons who devote their time to interviewing legislators?

A. Yes; we have a National Director, Legislative Director, in Washington, who is associated with the national representatives of some of our national unions, whose primary task is legislation; and this group, this Legislative Committee, is concerned with all legislative matters that affect our interests; and that is their job, their full time activity. It takes many forms, as I indicated in my direct testimony.

Q. If you will permit me, their activities are ordinarily referred to as lobbying activities, that is true, isn't it?

Q. If you mean by that use of the right to petition, yes.

Q. The right to discuss proposed legislation with members of the legislature?

A. That is true.

Q. You assert that right with the national legislature in Washington?

A. Yes.

Q. You exercise that right with the several state legislatures in their respective capitals?

A. Yes. Usually, that is done through local unions in the state and the State Council, which is an organization of all the local affiliates within a state; and their primary task, that is, the State Council, its primary task is with the state legislature. We have an interest in it nationally, because what is done in one state will affect, can affect members or citizens in another state.

Q. And you direct, advise and give the benefit of your experience to these local spokesmen, do you not?

A. Yes.

Q. From your national organization?

A. Yes.

Q. And give financial aid from the national organization?

[fol. 99] A. Yes.

Q. Send money to the state for that purpose?

A. We do. Of course, much of the money on a state level is raised and expended from the state and within the state itself; but we do render from time to time such assistance from the national office to a state as may seem advisable.

Q. And you attempt to direct the local State Industrial Council, or whatever local body is handling legislation in that state?

A. We give the benefit of our experience and advice.

Q. And such funds as you think proper?

A. Yes.

Q. To be spent in the state?

A. Yes.

Q. Those activities also extend to municipal legislative bodies, do they not?

A. Yes.

Q. As well as state legislatures?

A. Yes.

Q. Do you know how many representatives have appeared before the legislature of Alabama with reference to legislation since 1935 speaking for the C. I. O.?

A. No, I wouldn't know the number. I assume from reports that are made from time to time that our state representatives have been active in taking care of the interests of the C. I. O. members in the state.

Q. Do you know how much money has been spent in the activity—if you will permit me to use the term—lobbying activities in the State of Alabama since 1935 by the C. I. O.?

A. No, I couldn't tell you just how much, because some of the local people here in the state — their activities are mixed, that is, they may do various things, that is, there may be a case when they interview a legislator and then do other work. Of course, they do it as employees of a local union or the State Council or local Council in Alabama. I couldn't tell you.

Q. It is intermingled?

A. I couldn't tell you how much or how little or the amount of money spent for such activities.

Q. Do you know how many persons the national organization sent into Alabama to assist in legislative activities since 1935?

[fol. 100] A. No; for this reason, for there again people come in, they may come in occasionally and not be here permanently, so that I wouldn't know for that reason.

Q. But you know some have come?

A. Well, for instance, I have come to Alabama and attended a State Council convention and conferred with the convention as part of my overall duties. In that way, we come in. Ordinarily the actual petitioning in the state legislature would be done by a member of one of the C. I. O. organizations within the state. Ordinarily that would be the way it was worked out.

Q. Carrying out your instructions and general policies from the national organization?

A. Yes, calling upon the program of the convention, in which members of the union from Alabama and other states were in attendance.

Q. We will pass on from legislation, Mr. Brophy, to insurance. Do any constituent union of the C. I. O. operated in Alabama have insurance departments?

A. I don't know of any. I doubt if they do, but I am not absolutely certain.

Q. Do any of them pay sickness or health benefits, or accident benefits?

A. Not that I know of. The Workmen's Compensation laws have sort of made unnecessary that line of activity; and I don't know of any unions that come into being in recent years that have established that feature.

Q. But there are a number of unions that do have such features, are there not?

A. I don't know of any in C. I. O.

Q. But there are others outside of C. I. O. that do have it?

A. I understand there are.

Mr. Harris: I object. I don't think that is competent.

The Court: There is no union in this suit outside of C. I. O. is there?

Mr. Simpson: No, none not affiliated with C. I. O.

The Court: Sustained.

Q. You know of none in C. I. O. here in Alabama or out of Alabama?

A. That is right.

Q. All right. Now then, among the services you render is assistance in negotiating collective bargaining contracts, isn't it?

[fol. 101] A. That is true.

Q. Let me understand what function the national C.I.O. itself, as distinguished from its constituent unions, renders with respect to specific contracts for its members?

A. Certain unions may ask that the C.I.O. representative here in Alabama assist in the negotiating of agreements with certain concerns. They can call on our C.I.O. representatives here in the state, or they can confer with our national officers on the subject and ask for special assistance.

Q. All right. Now, you maintain a staff, do you not, to go around and assist in negotiating contracts?

A. We maintain a staff, some of them are stationed at certain places, and they are available, among other things, to assist in negotiations where such assistance is asked for.

Q. You have here in Alabama such men, do you not?

A. Yes.

Q. Can you put their names in the record, or some of them?

A. Well, for instance, Mr. Haigler is present, he is available for consultation and assistance in negotiations; and there may be others sent in from time to time. They are a changing force, some of our people.

Q. Do you have a field organization you send into various states as they are called for for that purpose?

A. Some of them are permanently located, and others are sent in from time to time, depending on the volume of work and other circumstances.

Q. Are those men paid out of the central treasury or the constituent unions treasuries?

A. They are paid out of the central treasury, that is, the direct national representatives. In some of our other units, like the State Council, it would be paid out of the state treasury.

Q. Mr. Haigler's salary would be paid out of the state treasury, if he gets one, would it not?

A. Yes.

Q. Do you recall whether or not your organization has been called on to send into Alabama any of the negotiating staff to assist here in negotiating contracts in past years?

A. I couldn't name them specifically, but I am pretty sure men have been sent in from time to time to assist in a variety of activities, which would include organization, which would include negotiation.

[fol. 102] Q. Take the United Steel Workers of America, that union is named in this suit, is it not?

A. That is right.

Q. What are its activities, that is, the national union?

A. Well, the national union's activities with reference to negotiating contracts in Alabama and other localities, well, the activities in negotiating contracts would be, of that union here, would be in accordance with whatever the policy of the moment would be.

Q. The policy of whom?

A. The policy of that national union.

Q. Of the national union?

A. Yes.

Q. And who are its negotiations conducted by in dealing with the contract covering an operation in Alabama?

A. Well, it would be the representatives of that national union.

Q. Let's be more specific, if I may. They have plants here of the Republic Steel Corporation, do they not?

A. Yes.

Q. They have locals in those plants?

A. That is right.

Q. And have had for some time contracts with the Republic Steel Corporation, have they not?

A. Yes, sir.

Q. Those contracts are for a limited time.

A. For a fixed period.

Q. You told Mr. Harris prior to their expiration ordinarily negotiations are begun looking to re-negotiation, renewal?

A. That is right.

Q. Now, who will be the persons who conduct those negotiations on the part of the union with the Republic Company?

A. They would be representatives assigned for that work by the national officers of that union.

Q. Where are the national officers of the United Steel Workers located?

A. Pittsburgh, Pennsylvania.

Q. They will select the representatives to meet with the representatives of the Republic Company to negotiate a contract to cover the wages and working conditions of the employees of the Republic Company in Alabama?

[fol. 103] A. Yes.

Q. When this contract nears expiration?

A. That is right.

Q. Generally where are those negotiations held?

A. Well, that will be a place that will be agreed upon by the parties. In other words, the place and time for such negotiations will be determined by both the company and the union. They will agree.

Q. Ordinarily where are negotiations for Republic Steel Company's contracts held? Where have they been held in the past?

A. I am not sure as to just where they have been held, whether they have been held out of the state or in. You see they operate in several states; and I am not sure just where they negotiated their contract previously.

Q. I will ask you, to refresh your recollection, if it is usually done in Youngstown, Ohio, or Pittsburgh, Pennsylvania?

A. It could be any place at all where the parties agreed upon.

Q. Who are the parties who make that agreement?

A. Well, it would be the officers of the corporation and the officers of the union. The officers of the corporation operating in accordance with what had been determined upon by the corporation, its directors, and the officers of the union would be operating in accordance with the policies and procedures that had been determined upon by the union in the convention.

Q. By the national union?

A. Yes, sir.

Q. By the national officers?

A. By the national officers.

Q. And the officers who would determine that would not be officers in Alabama?

A. No, because the locals have already participated in framing the program and procedures in the convention.

Q. They have already sent delegates to the national convention?

A. Yes.

Q. Then the national officers take up the question of negotiating the contract?

A. Yes, or some representatives they assign to this task. It may be a regional representative and may be some of the subordinate officers who would be dealing with that question in a special way.

[fol. 104] Q. They can assign that duty to anyone they want to?

A. Yes.

Q. They could assign it to citizens of Alabama or citizens of Washington, D. C. or New York?

A. They assign a member of the union or officer in some capacity of the union.

Q. He need not be a citizen of Alabama?

A. No, but would need to be a citizen of the United States.

Q. Now would he need to be a member of an Alabama local?

A. It wouldn't follow, but the chances are the full negotiating committee would comprise representatives of local unions of Alabama and other areas. You see the time and place might be fixed by one member of the union or one group, and the actual negotiating would be the full fledged committee, which would be representatives of various groups of plants in various states.

Q. That might or might not contain a member of each local?

A. It might not contain a member of each local, but would contain a member or members from each area, which would include members of the union.

Q. It might or might not contain a member from each state?

A. Not each state, but each state in which the company was operating. That would be necessary in order that there be full familiarity with every phase of the claims of the union, in order that there could be presented intimately all the reasons for certain changes they wanted in the new contract.

Q. Is there any requirement in the law or statutes of the union that they have a representative from each state where employees are involved?

A. It does not necessarily mean, provide for representation of each state but does provide representation of certain areas. In a certain state there may be several representatives because of the size of the group's operation. It may be a combination of one or more states that constitute an area.

Q. It may comprise one or more states?

A. It may, or may comprise part of a state.

Q. There is no requirement each state be represented on the negotiating committee?

A. No; but there would be a requirement each area be represented, which might include a state.

[fol. 105] Q. May or may not. Are you familiar with the organizational setup of the United Mine Workers of America?

A. Yes, sir.

Q. The Birmingham district is District 20?

A. That is right.

Q. You used to be president of what?

A. District 2.

Q. District 2 lies entirely in the State of Pennsylvania?

A. Yes.

Q. District 20 does not lie entirely in the State of Alabama, does it?

A. I don't know whether it overlaps.

Mr. Harris: I don't see the materiality of the location of the District of the United Mine Workers.

The Court: I overrule for the time being. I don't know just what it is.

A. The answer to that is, I don't know. I assume——

Mr. Harris: I object to him assuming. If he doesn't know, he doesn't know.

Q. In your best judgment, does the District include operations in Alabama and southern Tennessee, around Chattanooga?

A. No. My assumption is Tennessee is another District.

Q. I am not talking about eastern Tennessee. I am talking about the operations around Chattanooga. You know where Chattanooga is?

A. Yes.

Q. You know there are coal operations in the adjoining county, Hamilton County, Tennessee?

A. No. Even if there were, I would assume they would be in a district over in that area.

Q. You don't know about whether they are or not, do you?

A. No, I am not certain about that.

Q. But anyway, these areas or districts the national organizations lay out their territory in are not necessarily going to conform to state lines, are they?

A. No; but this area is distinct, the Birmingham area is distinctly within the state.

Q. Are you familiar with the geographical organization of the United Steel Workers of America?

[fol.106] A. In a general way, not intimately in all details. I do know the Birmingham area is a highly centralized region, as far as steel production is concerned.

Q. Do you know what territory that includes Atlanta, Georgia, takes in?

A. No; but I assume that would be for fabrication rather than actual manufacture of basic steel. I feel pretty sure there isn't any basic steel produced in Atlanta, Georgia.

Q. Atlanta, Georgia, is one territory?

A. Yes.

Q. That territory includes several states because there is not much activity in that state?

A. It may.

Q. I am not saying this is true, but I believe it to be—I ask if you don't know it be true that the area in which Georgia falls also includes the States of Florida and South Carolina?

A. I really don't know. I don't know the extent of that area, what is included in it.

Q. Do you know what territory falls in the area embracing Birmingham, Alabama?

A. Well, I know that this is a district within itself.

Q. Which do you mean, Birmingham?

A. Birmingham, Alabama; the Birmingham, Alabama, area is distinctly a concentrated area and a district, so much so in the initial organization stage it sent its special representatives who were residents and workers in this area.

Q. Is Gadsden in the Birmingham area or Birmingham District?

A. I would assume so; but I am not certain as to just how far it gets over into fabrication, how far this district will extend its lines into the fabrication industry.

Q. Do you know whether the State of Tennessee, which produces iron, is also in the area which embraces Birmingham?

A. I am afraid I can't answer the question.

Q. There is no rule or regulation which prevents them from putting it in?

A. The convention can determine the areas in such form or ways they think is practicable or applicable to their problems.

Q. You know of no rule, regulation or statute that would prohibit them from doing that?

[fol. 107] A. There is no rule against the will of the majority of the organization, that is, it can determine, make such laws and determine such program and policies as it thinks is good.

Q. Now then, if Tennessee and Alabama are in the same area—and I don't know whether they are or not; but I want you to assume they are—the United Steel Workers of America—it would be entirely possible for the national officers to designate a citizen of Tennessee to negotiate in this area with the Republic Steel Corporation, would it not?

A. I would assume that the area representative here who has been elected by the workers of this group would

be the representative in its dealings with all corporations in this area. He might have assistance of others. But there is a representative from Alabama who is on the executive board of the steel workers.

Q. Who is that?

A. I think it is Pharr. I am not too sure of the last convention changes that have taken place.

Q. Is he representative of the Alabama area or representative of State of Alabama members?

A. Well, I don't know just in what terms his jurisdiction is stated; but it will at least include the Birmingham area.

Q. He is representative of a geographical area?

A. That is right.

Q. That geographical area may or may not comprise more than the State of Alabama?

A. That is right.

Q. If that geographical area embraced the State of Tennessee as well as Alabama, this representative for that area might be a citizen of the State of Tennessee?

A. It might be, yes, if that were the case.

Q. Now then, is it the policy of the constituent union of C. I. O.—this may be too broad a question, but if it is, you will say so, please—to attempt to make all contracts in a given industry conform to a set standard for the nation as a whole?

A. Repeat the question.

Q. When the United Steel Workers of America negotiate a contract with the Republic Steel Corporation, is it the policy of the unions to have that contract uniform throughout all the operations of Republic Steel Corporation?

[fol. 108] A. That is the general objection; in its broad term to make it applicable to the entire corporation and the entire industry. There may be variations, but they are dealt with in the terms of the contract. In other words, there is an attempt made to get a contract that will have complete coverage of a particular corporation or the industry. It will make allowances and give consideration to special circumstances within a calling or a trade, that is, a skill or any other special circumstances that is of enough moment and weight to entitle it to special consideration. The general objective is to get the largest measure of uniformity for the same class of work and same degree of skill throughout the nation.

Q. That is the objective?

A. That is the objective.

Q. It is the objective of the C.I.O. to make the same rates of pay applicable in Alabama as in Pennsylvania?

A. Yes. The union's objective is to get the same pay for the same class of work whether it be Illinois, Pennsylvania, Alabama or Tennessee. In other words, one worker with the same skill as another is entitled to the same rate of pay.

Q. You classify workers into classes determined by what they do and by their experience and skill in doing that thing?

A. That is right.

Q. The policy of the union is to see each man who falls within the same classification receives the same pay, regardless of the state it is performed in?

A. That is the general objective.

Q. Not only the general objective, it is the policy, isn't it?

A. Yes, sir, policy, objective and policy.

Q. Does that hold true for all C.I.O. unions?

A. For all C.I.O. unions.

Q. If there is what is known as a regional differential in wage rates, it is the policy and objective of the C.I.O. unions to eliminate those?

A. Yes, where those differentials have no basis in equity or in fact or justification, and it is the purpose to eliminate arbitrary differentials that have no basis in equity.

Q. And it reserves the right to say what have basis in equity and what have not?

A. That is right. After all it is a bargain the parties are negotiating. Well, it is the bargain.

[fol. 109] Q. It is the objective and policy of C. I. O. unions to eliminate what is known as the southern differential in wages, isn't it?

A. So far as whether it be a southern differential or western differential or any differential, if the differential is adverse to workers' interests in fact, then the objective is to eliminate the differential, because the southern workmen is just as good as the northern worker.

Q. You reserve the right to determine whether it is in the interest of the southern workers?

A. The southern worker determines that himself. He does it in various ways. He does it by submitting through

the local union to the national convention his desire as to wages and working conditions. Then those requests, those resolutions coming from southern workers are given consideration in the national scale and policy committee, in which the Alabama worker, the southern worker, participates. He has the same right to make policy for the northern workmen as the northern worker has the same right to make policy for the southern worker. It is a cooperative activity in which there is no clash of interests; it is a compact for the purpose of reaching an agreed program and policy as to the aims and purposes of the unions.

Q. And it is to be done on a national scale?

A. That is the idea, on a national basis.

Q. And it is not to be done on a regional basis, is it?

A. No.

Q. Now then—

A. Because industry—to answer your question further—

Q. I thought you had answered it.

The Court: Just answer his question without explanation, unless called for.

Mr. Simpson: You understand I don't want to be discourteous, but I want to expedite matters.

The Court: I am sure, Mr. Brophy, if there is any special explanation desired, counsel for the other side will bring it out.

Mr. Simpson: Yes, sir. He is well able to.

Mr. Simpson:

Q. Can a local of the United Steel Workers of America located at Gadsden, Alabama, sign a contract with its company for which its members work at Gadsden covering wages and working conditions under which they are to perform their services in that shop at Gadsden, Alabama, without consent of the National organization of the United [fol. 110], Steel Workers of America?

A. Not unless that is the policy of the organization. The local union will have participated in the making of the policy, and it will have delegates to the convention who are there to make rules as to procedure, and will vote finally on what the policy and procedure shall be. The policy of the steel workers, however, is that agreements are made in cooperation with the national organization and in accordance with the national policy.

Q. You and I know contracts are not negotiated by conventions, are they?

A. No, and not by local unions either, but by representatives.

Q. And a local union at Gadsden, you tell me, cannot sign a contract and continue to be part of the United Steel Workers without consent of the national union, can they?

A. No; that is the policy, and of course, that is their desire.

Q. That is the policy?

A. And that is the desire of the local union.

Q. Suppose a local union is under maintenance of union contract, they cannot withdraw from the United Steel Workers of America until the termination of the contract?

A. That is right.

Q. And can't sign a new contract without consent of the United Steel Workers national organization?

A. They cannot sign a new contract until it is negotiated, and it will be negotiated in convention in which Gadsden was represented.

Q. In convention?

A. Yes, that is, in the making of the policies.

Q. Now, we have covered, I believe, your education and your legislation, and, I believe, your negotiation activities. You also have an activity or political activity department of the C. I. O., do you not?

A. We are interested in political activity, yes.

Q. Well, are any funds of the central treasury of the C. I. O. devoted to political purposes?

A. Well, political purposes is pretty broad, isn't it?

Q. Haven't you a committee called the Political Action Committee of the C. I. O.?

A. Yes, Political Action Committee, of which I am not a member.

Q. How does it get funds?

A. Various ways.

[fol. 111] Q. Does it get any from the central treasury of the C. I. O.?

Mr. Harris: We object.

The Court: Overruled.

A. Well, there are some funds contributed to P. A. C.

Q. By P. A. C. you mean Political Action Committee of the C. I. O.?

A. Yes. The funds since the conventions and since the primaries, the funds are being raised by voluntary contribution.

Q. You mean by that funds spent in the election as distinguished from primaries and conventions are voluntary contributions?

A. That is right. In other words, conforming with the law.

Q. But the funds spent in political activities having to do with conventions and primaries are funds of the Congress of Industrial Organizations?

A. Well, from various units and individual members of the —

Q. Well, the Congress of Industrial Organizations either did or had the right to contribute its funds to those activities, didn't it?

A. They did contribute some funds.

Q. They were spent under the direction of the Chairman of that committee?

A. Yes, sir.

Q. In work in primaries and conventions throughout the country?

A. I assume so.

Q. That was done in efforts to elect or defeat given candidates in those primaries and conventions?

A. They were used, I assume, in carrying out the political objectives of P. A. C.

Q. And the Political Action Committee actually went into states and into primary elections held in the boundaries of those states and actually participated to the extent of publishing newspapers, circulars and spending money and actually contributed money to campaign funds, did they not?

Mr. Harris: If the Court please, unless Mr. Brophy had personal knowledge of that more than by seeing or reading papers, I think it is going far afield. Any hearsay testimony on his part I object to.

The Court: I take it he knows. So far as detailed expenditures are concerned, I wouldn't go into that. I overrule the objection for the time being. I think the question has been raised, and I think the general political activities may be shown; but we could spend a long time going into details. [Vol. 112] A. That isn't my field, and I don't know as a

matter of fact what has been done in that regard. I do know they have been active. I do know P. A. C. has been active in various states.

Q. And they have been active in Alabama within the last year?

A. I assume so, and particular from reading election returns.

Mr. Harris: We object to "I assume" going into the record.

A. I do read the papers.

The Court: Overruled.

Mr. Simpson: I would like for the record to show I am not examining Mr. Harris, but trying to examine Mr. Brophy.

Mr. Harris: I don't know what the gentleman means by the statement he is not examining Mr. Harris but trying to examine Mr. Brophy. I thought there wasn't any question about that, if the Court please.

The Court: Let's go ahead. We have had a mighty pleasant session so far. I am sure there was no reflection in that remark.

Q. Tell us, first, have you any officer or anyone connected with C. I. O. who does know more about the political activities than you do?

A. You mean in the state?

Mr. Harris: Mr. Brophy don't know that, Judge. I am picking out the people to testify.

The Court: Overruled.

A. The answer is I don't know, that is, I assume there are people here in town who would know more about the state political situation than I do.

Q. I am not talking about the local situation; I am talking about the national policy of C. I. O.

A. In regard to political action?

Q. Yes.

A. I am only here to speak for myself.

Q. Are you on the Executive Council?

A. I participate in the Executive Council, I am not officially a member of the Executive Board.

Q. You are an ex officio member?

A. Yes.

Q. You are familiar with action in regard to political action?

A. I know our objectives, sure.

Q. You do help formulate that policy?

A. Yes.

[fol. 113] Q. It is their policy and practice and the policy and practice of a number of the constituent unions national or international in scope to spend money in, union money in political action with respect to the election or defeat of candidates in primaries and conventions?

A. Well, we do spend a good deal of money in connection — education as to our aims and purposes and legislative objective, and in that regard in dissemination of information as to our views and propagandizing of the position of those legislators who are favorable to those views and those who are opposed to them. We spend money for this educational work.

Q. Whether you call it educational or not—you have an educational committee?

A. Yes, we do.

Q. And have a political committee?

A. Yes. We have what we call the legislative committee.

Q. And legislative committee?

A. We have a legislative committee.

Q. And have a political committee.

A. A Political Action Committee is set up.

Q. That is different from the legislative committee, isn't it?

A. That is right.

Q. And the educational committee is different from those two?

A. That is right.

Q. And they don't do the same work?

A. No. There are times it may overlap.

Q. They do have different functions?

A. Yes, sir.

Q. And the Political Action Committee has functions entirely different from the legislative committee and the educational committee?

A. That is right.

Q. The Political Action Committee publishes newspapers, doesn't it?

A. It does, but I am not a member of that Committee and I am not in a position to tell you the extent of its

activities, except as I see them in the general reports that are printed in the newspapers.

Q. It has the authority and right to use the union's funds for that purpose?

A. It has authority to use funds it may acquire from individual members or its individual units.

[fol. 114] Q. And allocated C.I.O. money?

A. It is just to use allocated money; they can't draw on funds of the C.I.O.

Q. But it does use allocated C.I.O. money?

A. It has.

Q. It has, yes, and that Committee has charge of expenditure of those allocated funds, doesn't it?

A. Yes.

Q. Do you know whether they contribute to maintaining the publication in the State of Alabama—

A. Are you speaking about the—

Q. Of the Alabama News Digest?

A. Are you speaking about P.A.C.?

Q. Yes, sir.

A. I don't know.

Q. C.I.O. does publish in the State of Alabama a paper known as Alabama News Digest, doesn't it?

A. There is a paper by that name.

Q. Has that paper any connection with C.I.O.?

A. Well, it is a paper that operates on its own in cooperation to the extent of advancing the general interests of C.I.O.

Q. Does C.I.O. make any financial contribution to it?

A. I don't know.

Q. Does anyone in C.I.O. have anything to do with its policy?

A. I don't know.

Q. Who would know about that?

A. The Digest's policy would be determined by its ownership, whoever they are.

Q. Do you know who the owners are?

A. No.

Q. Who would know?

A. I do know Mr. McConnel is editor of that paper. I assume, without knowing, he is the owner.

Q. Has he any connection with C.I.O.?

A. Not officially.

Q. Is he an employee?

A. Not that I know of.

Q. Who would know?

A. I am answering I don't think he is an employee of the C.I.O.

[fol. 115] Q. Do you know whether he has any connection whether officially, as an employee, or any other connection with C.I.O.?

A. I don't think he has any connection with C.I.O.

Q. His paper is the official organ of the C.I.O., is it not?

A. That could be so. An official of the C.I.O. might designate some privately owned paper, approving it as the organ to advance the policies of C.I.O.

Q. You don't know whether that is one of the papers C.I.O. devotes money to maintain or not?

A. I don't know whether any funds have been allocated to it.

Q. You do know C.I.O. funds are allocated or devoted to papers in some states?

A. We have official organs.

Q. Which C.I.O. uses to advance its views and propaganda?

A. Its views; it uses these papers to advance education, dissemination of information on matters that are of concern to the C.I.O. After all propaganda, while it was once a very respectable word has become dubious with the war situation. Our work is educational in the sense of enlightening people as to our purposes.

Q. You understand I am not using that term in an offensive sense. I didn't bring it in here. It was introduced not by me.

A. No, if you say you didn't, well, you didn't. I will take your word for it.

Q. Now, you told your counsel, or Mr. Harris, this morning that it was the policy of C.I.O. to organize on an industrial basis.

A. Yes.

Q. And that you take a given industry and include in your organization that industry from the bottom rungs of the ladder up?

A. Right.

Q. How far is it your policy to go?

A. Our policy would be to include all workers employed in and about a given industry, exclusive of those in management who have the right to hire and fire.

Q. Does that mean you want the lower ranges of foremen?

A. Yes. We would want them, because they are working men who have a very close relationship to the actual producing workers, and their interests are involved as to wages and conditions and tenure of position, so there is mutuality of interest; and the supervisory force, broadly speaking, it is just slightly glorified producer workers.

[fol. 116] Q. It is the policy of the union to include supervisory forces?

A. I have already testified we did.

Q. Is it your policy to include technical workers as well as supervisory employees?

A. Yes.

Q. And clerical workers?

A. Yes.

Q. Now, you said something about not wanting any workers who have the right to hire and fire?

A. Yes.

Q. Is that where you draw the line?

A. Yes. I would draw the line there.

Q. Do you want persons who have the right to make recommendations as to hiring and firing, is it your policy to include those in your union?

A. The line of demarcation is where the right to discharge is vested.

Q. Where the final say with respect to firing is?

A. Yes.

Q. You want everything except those who have the right to fire or discharge?

A. And those who have the right to determine final policy for management. In other words, we want all those workmen who have a mutual interest as to wages and working conditions and tenure of position. They are involved together, as it were, and consequently they belong together.

Q. That is the policy of the union?

A. That is right.

Q. Now, let me try to be specific. Suppose in a given shop, the general manager—it is small, we will say—and the general manager is the only one who has the right to discharge, but he hires and discharges on the recommenda-

tion of shop foremen, would you include those shop foremen in the union or not?

A. Well, if it was a close case, that would be a matter for the members of the union to determine whether they would admit someone on the border line of supervisory force. If they got too close to management, as a practical matter, they would say such person belonged in management and would have no interest in the members of the union.

Broadly speaking, the right to hire and fire would determine where a man belonged, whether he belonged in management or in the union. In border line cases the union then would pass upon the right to membership of such an individual.

Q. The local union?

A. The local.

Q. As distinguished from the national union?

A. That is right. They are closer to the situation.

Q. You think a negotiator would be governed by the local's wishes?

A. Yes.

Q. Is there any statute they should be governed by the local's wishes?

A. The general policy is laid down on questions of that kind; that would be the statute that would govern, the broad policy to govern the negotiating committee, and would be the authority for whatever action that negotiating committee would take.

Q. And the general policy is that fixed by the national union?

A. That is right, the national convention.

Q. Is it your policy to include in the union professional employees?

A. Yes; there are some unions that organize office and professional workers exclusively.

Q. Well, those are craft unions, are they not?

A. Well, they are borderline cases I am talking about; a union that will organize all workers in a given activity, for instance, an insurance company, would include all office workers and all field workers. That would be an industrial unit there, because the production is figures and words written on paper.

Q. Let us take an organization, however, which is industrial in the ordinary sense, it produces a manufactured

article, we will say parts for automobiles, and is large enough to have in its employ, we will say, first, engineers, would those engineers be, under the policy of the C.I.O., taken into that union?

A. They could be admitted, provided they were not too close or not part of the policy making set up or management.

Q. If they didn't have the right to discharge or hire?

A. That is right, and were not too close to making the policy. You see most supervisory force are men who work on the production job, who are actual workers in the sense they participate in production right at the base.

Q. They are representing management in production?

A. That is right, in a supervisory sense. The keep the flow of production in order, in which everybody has [fol. 118] an interest, the workers themselves.

Q. It is the policy of the union for them to be taken into the union?

A. Provided they didn't have the right to hire and fire.

Q. Coming back to engineers—they are not engineers in the sense of being officers of the company, but they are highly technical and do research work and development of plans, work and promotion of models, and things of that kind, are those men, under the policy of the union, to be taken into the union?

A. Well, the union would determine where to draw the line when you get up to the higher reaches of management. You get up to the sphere of corporate management when you get to top engineers.

Q. I didn't say top engineers.

A. The local would determine whether they were eligible to come inside the union.

Q. You mean the negotiations representative of the national would obtain information from local employees as to whether a given man was eligible or not?

A. What I mean to say is this, that the union is primarily concerned with the lower reaches of supervision, that is, the part of the supervisory force that is close to the workers, and in a sense manual workers, and I don't think the union has passed up to moving up into higher technical branches of the industry, that is, a particular union, although there are unions that attempt to specialize in organizing technical workers; but the steel workers are interested primarily in the lower levels of supervision.

Q. They take in men who do no manual labor, do they not?

A. Yes; that is, men who do not work with their hands; but there is a great deal of manual labor, a great deal of moving around.

Q. They take in foremen who have no physical part in the labor to be performed?

A. They take in foremen who are close to production and close to the workers.

Q. Take an employed full time lawyer, who had no office in the corporation, but devoted his entire time and affairs to the company in keeping production moving and the affairs of the company's people, would *be he* eligible for membership?

A. There is a lawyers' guild. I don't know whether they would release him or not. I think that is far fetched [fol. 119] Q. I am trying to find out how far the policy of the union goes under section 16 of the Act.

Q. I explained the objective of the union is to organize all workers employed in and about an industry, that takes in supervisory forces up to that point where you reach the hiring and firing, that is out; and maybe cases where people who do hire and fire but are not close to management in determination of corporate policy, that they would be included; but where there is a border line case, the local union itself would pass upon that question in determining whether or not that person would be eligible to belong.

Q. Is there anything in the statutes that says the local union will determine whether a given man is eligible or not?

A. The local union passes on members.

Q. If the local members want to take in a man in membership, they can accept or exclude him at their wish?

A. They can.

Q. If they exclude persons who according to the general policy should be included, will that local union be longer allowed to affiliate with C.I.O.?

A. The answer to that is the local union will not exclude those who are eligible to belong to the union. To do that would be to fly in the face of the very policy of the union.

Q. The national policy of the union?

A. That is right.

Q. That matter is determined on a national basis and not on a local basis?

A. In this sense, all workers employed in a given industry are entitled to membership, unless they have to do with company management, unless they have to do with hiring and firing—those are excluded.

Q. Does C.I.O. and its affiliated organizations organize industry that is not engaged in interstate commerce?

A. Well, they organize all workers.

Q. All workers?

A. Yes. There would be some of course.

Q. Do you have a local in Alabama composed in part or in whole of persons who are not engaged in interstate commerce within the meaning of the National Labor Relations Act?

A. I wouldn't know as to that.

Q. You wouldn't decline to accept those wholly engaged [fol. 120] in intrastate commerce?

A. We organize all workers.

Q. It is your policy to organize workers engaged exclusively in intrastate fields, those in interstate, and part in intrastate and part interstate?

A. We organize all.

Q. Intrastate and interstate?

A. Yes.

Q. You do have locals engaged entirely in intrastate production?

A. It is possible. It is undoubtedly true in some parts of the country, maybe here too.

Q. And undoubtedly you have locals here that are mixed, some engaged in intrastate and some interstate commerce?

A. I don't know as to that. Ordinarily a local union is an organization of workers employed in a given industry. They would be in interstate and intrastate. They would be in one or the other.

Q. The whole local?

A. The whole union.

Q. That would not be true under the Fair Labor Standards Act, the Wages and Hours Act, would it?

A. It might not be true.

Q. Collection of all dues, levying of dues and connection of dues is a union activity, is it not?

A. Yes.

Q. That is true of fines and assessments, is it not?

A. Yes.

Q. And all persons who collect dues collect as the agent or representative of the union, do they not?

A. Yes.

Q. And when dues are collected, official receipts of the union itself are issued, are they not?

A. Yes.

Q. And all funds rightfully collected by any member of a C.I.O. union are funds of the union and are not funds of the individual collector?

A. That is right.

Q. And his duty in collecting those are union activities and not individual activities?

A. That is right.

Q. Is that true of all funds collected in the nature of [fol. 121] work permits and forfeitures and collections of that kind, as well as dues, fines and forfeitures?

A. The work permit isn't practiced in our C.I.O. unions.

Q. There are no work permits by C.I.O.?

A. No! You are admitted to membership and you pay dues. You don't pay to work and then be excluded from the union. You join the union and pay dues.

Q. Can you join before you go to work?

A. Yes.

Q. You can join in advance?

A. Yes.

Q. You say it is a prevalent custom and practice of C.I.O. organizations to engage in what is known as security boycott?

A. I don't know that it is a prevalent practice; there are situations where the worker refuses to work on a certain article or certain product that is being produced under non-union conditions or under strike conditions.

Q. That is done on a union basis, the union gets together and votes to do that or is instructed by the officers to do that?

A. Yes, it is on a union basis. There may be a provision in the contract which provides that only certain articles manufactured under union conditions will be used in connection with the work of a certain union.

Q. That is done collectively in many cases?

A. As a policy, where that is done.

Q. It is done as a union policy.

A. Yes.

Q. And the union policy and practice does include that weapon in certain cases?

A. Yes. Ordinarily that would take place in the early stage of organization rather than where the union has been fully established or where collective bargaining had become accepted and where working relations were confirmed. It is the exception rather than the rule.

Q. But it is a definite policy of the union to employ that means where found in the union's judgment necessary?

A. Certain unions do that.

Q. Certain C.I.O. unions?

A. Yes, certain unions may do that.

[fol. 122] Q. Certain of your unions?

A. Yes.

Q. It is not the policy of the C.I.O. or any constituent unions to use violence to accomplish its ends, is it?

A. No.

Q. Is it their policy to use intimidation?

A. No. And there again, what is the meaning of intimidation?

Q. Put it their way.

A. Some people think persuasion is intimidation.

Q. I realize there is a close line between intimidation and persuasion. The policy of the union is only to appeal to reason?

A. Yes.

Q. Not to fear?

A. Appeal to reason and loyalty to the group.

Q. And not to fear?

A. That is right.

Q. You understand the word intimidation embodies the idea of fear?

A. Yes, I understand that; but I understand the word is flexible, has a lot of rubber in it, means many things.

Q. But conceding the word intimidation embodies fear, that is not a weapon of the C.I.O.?

A. No. But fear, there again you get into the realms of abstraction. And what is fear? I might fear to engage in conversation with you because I fear I have no answer to your argument. If it is fear of physical violence, that is one thing; but if it is fear, being unwilling to discuss and listen, that is another thing.

Q. Yes. If it is fear then, that of physical violence, that is not the policy of the C.I.O. to use that as a weapon or means to accomplish its purpose?

A. No.

Q. And it is not the purpose of C.I.O. by force to make anyone join the union or refrain from joining the union, or having been a member of the union to remain a member of the union?

A. You mean physical force?

Q. Yes.

A. No.

Q. That is not a means to your end, is it?

A. No. But there again, these words take on all sorts of meaning—force and intimidation and things of that sort—they are strong terms.

[fol. 123] Q. Take them in the ordinary sense you and I have known them throughout our lives, you don't use force in that sense?

A. We don't use force in the sense of violence.

Q. And you don't use threats of that sort of force?

A. We don't use threats of violence.

Q. You don't use violence in accomplishing your ends?

A. No. We would disapprove of it.

Q. And the union has no objection to outlawing violence in industrial disputes?

A. It has no objection, because it is an illegal act, and it has always been illegal to commit violence against another person.

Q. Now, when a person once becomes a member of a C.I.O. constituent union, it is of course your policy to keep him a member as long as you can, isn't it?

A. That is right.

Q. Do you recognize the right to change his opinion as to whether or not he wants to change his position and leave the union?

A. Yes, I do, in this sense, if a man doesn't want to work in a given plant in which there is an all-union shop agreement, then he has the right to withdraw from the union and quit work.

Q. But as long as he remains in that plant, it is the policy of the union to compel him to remain in the union?

A. Under an all-union shop, yes.

Q. And the only right which you recognize as inherent in a man in a situation of that kind, if he desires to quit the union, is to quit his job?

A. That is right.

Q. And it is the policy of the union to impose that kind of contract on all industry in which they are the bargaining unit?

A. That is right, in the interest of the worker.

Q. And the interest of the public, do you consider that in the interest of the public?

A. I do.

Q. You recognize the public has an interest?

A. Yes, they have. They have an interest in seeing the law of the land—

Q. In your testimony here has it been in the interest of the worker, have you considered in your answers the interest of the public at all?

[fol. 124] A. Yes, I think the interest of the worker is the interest of the public.

Q. They are identical?

A. Good labor relations are in public interests, and that is the purpose of labor organizations.

Q. Your conception of it is, if it is in the interest of the worker it is in the interest of the public?

A. My conception is the policy and program of the unions are in the public interest as well as in the interests of labor. Well paid labor, working under good conditions, have an impact on the public interest, because they increase the total sum of well-being.

Q. C. I. O. has a membership in several states of the Union and in the District of Columbia?

A. I imagine it does. It would be hard to find a state which has no C.I.O. members.

Q. In how many states do you now file financial reports of your C.I.O. unions?

A. I don't know. I have no record. Nothing has come to my attention.

Q. That is not part of the union activities?

A. It is not part of my duties.

Q. Do you know of any union in Alabama affiliated with C.I.O. that has been handicapped in conducting its business by the provisions of the Bradford Act?

A. My information, speaking in general terms—

Q. I just asked if you knew of any.

A. What I would have to say in this regard, in general terms, the information I get, the workers consider the Bradford Act is inimical to the rights of the worker; it interferes with the right of petition; it interferes with free speech; it interferes with the freedom of the press in the sense of the printed word; it interferes with assemblage through the interference with picketing; and for these reasons then our people generally are opposed to the Bradford Act as being a trespass on these rights, this fundamental and basic right.

Q. Do you know of any union that has gone out of existence by reason of the Bradford Act?

A. I don't know of a union that has gone out of existence. I know members that I have talked with said their work has been interfered with, has been impeded in some degree.

Q. Their activity they tell you had been halted or [fol. 125] hindered by the Bradford Act?

A. They feel there is a certain intimidation in the Act, for instance, when they go to negotiate with employers, the employers will say, "I can't agree with your request for a union shop, because that is contrary with the Bradford Act, and that is out." Situations like that develop.

Q. In other words, you consider it inimical to the interests of the C.I.O. because it has been thought to interfere with the right to contract for a closed shop in Alabama?

A. It is an interference with collective bargaining.

Q. That is the intimidation you spoke about?

A. That is the intimidation the Act imposes upon our workers.

Q. It is true you do not wish to conform to the terms of the Bradford Act, is that it?

A. It isn't a question of conforming. They are under pressure of it, and for that reason C.I.O. is before this Court today in connection with the Act.

Q. In other words, they object to its terms?

A. They do.

Q. Is that the only objection you have heard to it?

A. I explained these various interferences. If I may enumerate again—

Q. I will eliminate the necessity of your having to enumerate them again. Are there any others you have not already enumerated?

A. I don't recall.

Q. Has C. I. O. expelled anyone in Alabama in the last year, to your knowledge, from membership in C. I. O. for striking?

A. I don't know. I am not close enough to the situation in that respect.

Q. But you have power to do that, do you not?

A. The local union.

Q. And the national union?

A. And the National Union has the right to discipline a local union that acts contrary to its policy.

Q. If a local union strikes contrary to the policy of the national union, its charter can be taken away from it?

A. It can.

Mr. Harris: I don't see the materiality of all that.

The Court: Overruled.

Q. To your knowledge has any local union's process charter been taken away from them since December 7, 1941, for striking?

[fol. 426] I don't know.

Q. Has any member been expelled from a local in Alabama and caused to lose his job since December 7, 1941, for not paying dues?

A. I don't know that. I am not close enough to know that.

Q. You were at one time a member of the American Federation of Labor, were you not?

A. Yes, I was.

Q. And are familiar in a general way with its organization and have a general knowledge of it and its activities and its organizational set up?

A. Yes.

Q. For the record briefly state what it is?

A. Well, it is a federation of national unions.

The Court: Why is that material, Mr. Simpson? I want to be as liberal as I can.

Mr. Simpson: The motion we have here and also the answer avers the American Federation of Labor has litigated the very issue presented in this case.

The Court: Go ahead.

A. It is a federation of national unions. The national unions are primarily established on a craft union basis, in other words, not on an industrial union basis, and there is

that fundamental difference between the C. I. O. type of organization, which is primarily industrial, and the A.F.L., which is primarily a craft organization.

Q. The A.F.L. plan would include in some constituent union every member in any industry subject to union organization, would it not?

A. I don't know; but it would be very exceptional, and would not be basic in its relation to policy and program.

Q. They have a metal trades department which takes in everybody in that category throughout the United States, do they not?

A. That would be a federation of craft unions in a given industry.

Q. They cross state lines, do they not?

A. I assume they do.

Q. They have members in probably nearly every state in the Union?

A. Undoubtedly.

Q. The Teamsters Union is a member of the American Federation, is it not?

A. That is what I heard.

Q. Do they have members in many states?

[fol. 127] A. Yes: They are a very large national union.

Q. Can you put in the record who are included in their membership, that is, the classification of employees?

A. No. But they are primarily truck drivers. They do use the term "teamsters", but it is outmoded since the advent of the gasoline engine.

Q. The locals spread through the entire United States, do they not?

A. That is right.

Q. And the Metal Trades Department and Teamsters and other constituents go together to form the American Federation itself?

A. It is a federation of craft unions.

Q. And the American Federation of Labor bears to its constituent unions the same relation that the C.I.O. bears to its constituent unions, does it not?

Mr. Harris: We object. It calls for a comparison and a conclusion.

The Court: Overruled.

A. Well, there is a similarity. They are both; the C.I.O. and the A.F.L. are federations. The basic set up of the

individual national unions are different, that is, in one instance, the C.I.O., it is an industrial type of organization, and in the other it is a craft type of organization.

Q. That is the fundamental and only substantial difference, is it not?

A. Well, there — many other differences, too, because from that fundamental difference flows many other differences.

Q. The American Federation of Labor embraces constituent unions covering the entire United States, doesn't it?

A. Yes, sir.

Q. Just as the Congress of Industrial Organizations does?

A. That is right.

Q. And has annual conventions, does it not?

A. The American Federation of Labor?

Q. Yes.

A. Yes, they have annual conventions.

Q. And has a treasury to which constituent unions contribute?

A. Yes.

Q. And engages in educational work?

A. Well, they are engaged in manifold activities, and I imagine in educational work.

[fol. 128] Q. Does it engage in political activities?

A. It depends on what you mean.

Q. Does it have a committee corresponding roughly to P.A.C.?

A. I can't say as to that.

Q. Did it have when you were a member?

A. It had a legislative committee.

Q. Does it have a committee corresponding to P.A.C.?

A. The answer to that I think would be no.

Q. You don't think it does?

A. I feel it does not.

Q. They assist unions in negotiating contracts, do they not?

A. Well, the union I belonged to when I was in the A.F.L. didn't assist very much. They may have thought we didn't need it.

Q. Do they not maintain a staff that can be called upon by constituent unions to go to one state or another to assist in negotiations?

A. They have a field staff, but not to the extent C.I.O. has, an organizing staff.

Q. Not an organizing staff, a negotiating staff?

A. Well, organizing and negotiating, they do less of that. They are an older and longer established organization, and they are much more vigorous on what they call autonomous rights in what they call national unions than our aggregations of unions organized on a wide scale in industry. More emphasis is placed in C. I. O. on organization and help in our unions than in A. F. L.

Q. Leaving out the extent and quality of that help, do they give help and maintain a staff for negotiating contracts?

A. My answer to that is, I don't know of any instance in all my relation to A. F. L.—I am speaking of what I was connected with the United Mine Workers—that A. F. L. contributed assistance.

Q. The United Mine Workers didn't call on anybody very much, did they?

A. They had periods of stress and had periods when they would call on anybody for help, various and sundry, and even had the Government in the most unfortunate period.

Q. The United Mine Workers of America negotiate their contract on a national basis, do they not?

A. That is the general objective, yes.

[fol. 129] **Q.** You told Mr. Harris you knew of no case in which a union contemplating a strike or taking a strike vote called on non-members of that union employed in a shop to vote on the question of whether or not there would be a strike?

A. That is right.

Q. They call on the non-members to go out when they take a vote?

A. That is true.

Q. When they vote to strike the objective is to close the plant down?

A. Yes.

Q. Not only to lay down tools, as you stated, for members but for all employees in the plant?

A. When the call is issued, the call is for all good, loyal workers to come to the aid—I started to say to come to the aid of the party—

Q. What party, the Democratic Party?

A. To come to the aid of the union.

Q. Mr. Brophy, the general objective and purpose of the American Federation of Labor as declared in its constitu-

tion and public pronouncements is to promote the welfare of the worker—

Mr. Harris: We object.

Q. And to aid in furthering industrial peace and collective bargaining and the education and performance and welfare of its members, isn't it?

Mr. Harris: We object. That calls for hearsay, and the constitution is the best evidence.

Mr. Simpson: Leaving out the constitution.

Mr. Harris: It is incompetent, irrelevant, immaterial and illegal, and throws no light on the issue here.

Q. Those objectives are in general the objectives of the American Federation of Labor, are they not?

Mr. Harris: We object.

The Court: Overruled.

A. Very broadly speaking the answer would be yes, but there are important differences between the two organizations, as I have previously testified to.

Mr. Simpson: You have, yes, sir. That is all.

Redirect examination.

By Mr. Harris:

Q. Mr. Brophy, counsel for the Respondents used the [fol. 130] word "Lobbying", and spending money for lobbying in Alabama. Do you have any knowledge of any money having been spent for lobbying before the legislature of Alabama?

A. No, I don't.

Q. Do you know of any man that was hired as a lobbyist for C.I.O. to appear before the legislature of the State of Alabama?

A. No. What our people do is exercise the right of free speech in approaching their representatives, petitioning them to take certain stands, things of that sort, the people down here.

Q. For instance, Mr. Carey Haigler, who is head of the Alabama Industrial Union Council, if there had been any contact before the Alabama legislature or any member of

them, and in the course of business, and being the man in Alabama, would be the one to go before the legislature?

A. That is right. He would on that level, on a community level. It would be the local people who would approach their legislators and local council, if our people had local council business—city council. I am referring to—and the same thing would be true in the state, it would be the people in the local organizations who would approach the people in the legislature in connection with legislation, either pro or contrary.

Q. Mr. Simpson asked you what you contended, may I inquire whether you are a lawyer?

A. No, I am just a working man; the last work I did was in the mines.

Q. Do you know that the contentions of litigation are framed by lawyers in the pleadings?

A. Yes.

Mr. Simpson: We object. It is immaterial.

The Court: Overruled.

Q. Did you in considering the affect of the Bradford Act on the rights of working men, have you contended that the Bradford Act interferes with the rights given to laboring men by the laws passed by Congress of the United States?

Mr. Simpson: We object to what he contends as being material.

A. Yes, sir.

The Court: Overruled.

A. Yes, I do contend that is the result of the Bradford Act.

[fol. 131] Q. Have you contended that the Bradford Act interferes with laboring people's right of free speech?

Mr. Simpson: We object.

A. I do.

Mr. Simpson: We object to what he contends.

The Court: Overruled. I say very frankly I attempted to interrupt you when you went into it, because I don't think it has a place in this case; but I overrule the objection. If you both want to go into it, all right.

Mr. Simpson: We except.

Q. I will ask you whether in making financial reports, from your experience as a man in the labor movement, does the making of financial reports hereby give the employer an unfair advantage in telling what the financial condition of the employees is?

Mr. Simpson: We object to that as calling for the conclusion of the witness.

A. It does.

Q. Have you contended it does?

Mr. Simpson: We object.

The Court: Sustained.

Q. When a strike comes, is it the tendency of the strike to spread from one unit to other units in a plant?

A. It is.

Q. Is it possible to tell in advance what units to take a vote from in order to comply with the Bradford Act?

A. No.

Mr. Simpson: We object to that as calling for the conclusion of the witness and a conclusion of law.

The Court: Sustained.

Q. You read Section 13 this morning on the stand, didn't you?

A. I did.

Q. Can you, after all your experience, tell from reading the provisions of the Bradford Act, Section 13, how to advise men in the C.I.O. with reference to taking a vote relative to a strike?

Mr. Simpson: We object. It is immaterial.

The Court: Sustained.

Q. After reading Section 13 of the Bradford Act is your mind left in a state of confusion or is it clear as to the [fol. 132] course of conduct that should be pursued?

Mr. Simpson: We object. It is immaterial.

The Court: Sustained.

Mr. Harris: We offer to prove, if the Court please, by this witness that after a careful study of the Bradford Act, Section 13, it is impossible for him as an expert in the labor movement to know how to advise union men to comply with that section of the law.

Q. I may have asked you this morning, did you testify as to how many international representatives of the United Steel Workers you had going about over the country?

A. There are about four hundred.

Q. Then there was another question, as to whether or not—and on this my mind is not clear, Judge; I don't want to repeat anything—whether or not I had developed by this witness the functioning of the union representatives before the union was organized and got its charter. I thought I had brought all that out—in organizing a plant.

Mr. Simpson: May I refresh your recollection? You ask this witness, and he devoted maybe five minutes to the subject this morning.

The Court: That is my recollection.

A. I thought I had testified.

Mr. Harris: That is all.

Mr. Simpson: That is all.

The Court: You may come down then.

Reporter's certificate to foregoing testimony omitted in printing.

[fol. 133] [File endorsement omitted]

This cause came on for trial at Birmingham, Alabama, in the above-styled Court, before Hon. E. M. Creel, Judge, being tried on September 25 and September 26, 1944, and the testimony of the witness John Brophy having been previously written up and bound in a separate volume, designated as Vol. 1, the other testimony in said cause following that of the Witness John Brophy is now written up and bound in this volume, designated as Vol. 2, and is as follows:

TESTIMONY OF CAREY E. HAIGLER

CAREY E. HAIGLER, a witness called by Complainants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Harris:

Q. How do you spell your name, please, sir?

A. C-a-r-e-y, initial E., H-a-i-g-l-e-r.

Q. Where do you live, Mr. Haigler, what state and county?

A. Alabama, Birmingham, Jefferson County Alabama.

Q. Are you connected with the C.I.O., hold any official position with them?

A. In the State of Alabama?

Q. Yes.

A. Yes.

Q. What is your official title?

A. Assistant Regional Director of the C.I.O. in the State of Alabama, and President of the Alabama State Industrial Union Council. At the time this suit was filed I was Secretary and Treasurer of the Council.

Q. Is the Alabama State Industrial Union Council a voluntary and unincorporated association composed of voluntary and unincorporated associations or labor unions located in the State of Alabama and Jefferson County, and was it such when this bill was filed?

A. It is and it was when the bill was filed.

Q. Do the various unions affiliated with C.I.O. and the Alabama State Industrial Union Council have a large or a small membership in the State of Alabama and in Jefferson County?

A. Comparatively they have a large membership so far as the Southern States are concerned; so far as the United States is concerned, it is comparatively small.

Q. Could you give the Court approximately the number of members in Jefferson County and approximately the number in the State of Alabama?

A. Approximately thirty-two thousand in Jefferson County, Alabama, and approximately sixty thousand in the State of Alabama.

Q. That sixty thousand includes the thirty-two thousand in Jefferson County?

A. Yes, sir.

Q. So there are thirty-two thousand inside of Jefferson County and twenty-eight thousand outside of Jefferson County but in Alabama?

A. Yes, sir.

Q. As Secretary of the Alabama State Industrial Union Council and as President of it, and as Director of —

A. Assistant Regional Director of the C.I.O.

Q. I know, but —

A. I am President now.

Q. Has your work in those two offices made you familiar with the organization of C.I.O. in Jefferson County and the State of Alabama and its organization at the time this suit was filed?

A. Yes, sir.

Q. Is the United Steel Workers of America now and was it at the time this bill was filed a voluntary association of employees employed in steel plants?

A. It was and it is at the present time.

Q. Can you give the Court an estimate or approximate estimate of the number of members of the United Steel Workers of America in this County?

A. I believe there is approximately eighteen thousand steel workers in this County.

[fol. 135] Q. It is an affiliate of the Complainant Congress of Industrial Organizations?

A. It is an affiliate of the Congress of Industrial Organizations.

Q. Now, is the United Steel Workers organized into local unions in this County and this State?

A. Yes, sir.

Q. Now, who has been designated as the collective bargaining representative of the majority of the employees of the many employers of C.I.O. unions in this County and in this State?

A. I am not quite clear on that question, Mr. Harris.

Q. I will reframe it. When a local union affiliates with a national union, which in its turn is affiliated with C.I.O., under the practice and procedure that was in effect when this bill was filed, and today, does that local union designate and select and appoint either the Industrial Union Council or the C.I.O. as collective bargaining representative?

A. The United Steel Workers, in the case of its affiliated unions, is designated as collective bargaining representative for and on behalf of the local union.

Q. Now, are you familiar in a general way with the nature of the work done by the United Steel Workers?

A. I am.

Q. Are the products on which they work products that move from state to state and foreign countries?

A. They are in most instances.

Q. And is that true with reference to the local unions in Jefferson County and was it true at the time this bill was filed?

A. It was true and is true at the present time.

Q. Mr. Haigler, how many different unions would you say in this County and State, affiliated with the C.I.O., have been designated as collective bargaining representative and been so recognized in proceedings before the National Labor Relations Board?

A. In the State of Alabama I would say there were approximately one hundred local unions. In some instances the local union do their own bargaining and negotiating. In our large unions, the steel workers, the International Union is designated as bargaining agent; however, the local union is always to my knowledge represented in those negotiations.

[fol. 136] Q. And have elections been held under the National Labor Relations Board by those unions to see whether or not they had a majority—have elections been held in plants?

A. They have, with few exceptions where the employer recognized the union without the formality of an election or cross check of cards.

Q. Do you know where the principal office of the United Steel Workers of America is located?

A. Yes, sir, 1500 Commonwealth Building, Pittsburgh, Pennsylvania.

Q. Who was David McDonald at the time this bill was filed?

A. Secretary and Treasurer of the International Union.

Q. Has your work made you familiar with the organization of the International Union of Mine, Mill & Smelter Workers?

A. I am familiar to a certain extent with the United Mill, Mine & Smelter Workers; but not being a member of that International, I am not as familiar with it as with the Steel Workers.

Q. Is that a voluntary association at the time the bill was filed and at the present time?

A. It was and is at the present time.

Q. Do you know whether it has many thousands of members in numerous states of the United States and Canada?

A. The Mill, Mine & Smelter Workers is not one of the larger affiliates of the Congress of Industrial Organizations; however, it is a comparatively large organization and is functioning in a great many of the states.

Q. How many members are there of that union in Jefferson County, Alabama.

A. Approximately fourteen thousand.

Q. Were there that many, approximately, as the time this suit was brought?

A. I am sure there is an increase in membership, a small amount, since then.

Q. By a small amount do you mean a thousand or two thousand?

A. A thousand or so.

Q. Is that union organized into autonomous organizations known as local unions?

A. It is.

Q. Are those unions of the United Mill, Mine & Smelter Workers of America, composed of more than twenty-five members, or not?

[fol. 137] A. With very few exceptions they are far more in number than twenty-five.

Q. And are the members of the unions in Alabama residents and citizens of the State of Alabama for the most part?

A. I would say they are all residents and a large majority of them are citizens.

Q. Has your work made you familiar with the Textile Workers Union of America?

A. I have worked with the Textile Workers to some extent, but I am not very familiar with their organizational structure.

Q. Do you know whether it is a voluntary association of employees employed in textile plants?

A. It is.

Q. And was at the time the suit was filed?

A. Yes.

Q. Do you know whether it has many thousands of members in numerous states in the United States?

A. It has.

Q. How about Jefferson County and the State of Alabama at the time the suit was filed and at the present time?

A. The Textile Workers Union has membership in the State of Alabama, but does not, to my knowledge, have any local unions in Jefferson County, and did not at the time the suit was filed.

Q. Does it have an office in Jefferson County?

A. It does.

Q. And did it at the time the suit was filed?

A. It did.

Q. Do you know whether those members are organized into autonomous subdivisions known as local unions?

A. They are.

Q. Do you know whether or not those local unions consist of more than twenty-five members?

A. I am positive all of their local unions in the State consist of more than twenty-five members.

Q. Are you familiar with Local Union Number 1015 of the United Steel Workers of America?

A. I am.

Q. Is that union still in existence?

A. It is.

[fol. 138] Q. Was it at the time suit was filed a voluntary and unincorporated association affiliated with the United Steel Workers of America?

A. It was.

Q. Is that local union in Jefferson County, Alabama?

A. Yes, sir.

Q. Was it when suit was filed?

A. Yes, sir.

Q. Who do those people work for primarily, Local Number 1015?

A. The Virginia Bridge Company, a subsidiary of the United States Steel Corporation.

Q. Now, has that local been duly and officially certified by the National Labor Relations Board as the duly designated and qualified collective bargaining agent within the meaning of Section 9 of the National Labor Relations Act?

A. It has been.

Q. That is with reference to the Virginia Bridge Company?

A. The Virginia Bridge local, yes, sir.

Q. Do you know whether or not the products the Virginia Bridge Company manufactures and on which members of that union work move from state to state?

A. They do.

Q. Have the United Steel Workers of America a contract with the Virginia Bridge Company covering the plant located in Birmingham, as well as plants located outside of the State of Alabama?

A. They have a contract covering production and maintenance workers at Birmingham. I have been informed they have a contract covering the plant at Memphis, Tennessee, and the American Federation of Labor is their bargaining agent at the Roanoke, Virginia, plant.

Q. Who is Hoyt Brant?

A. President of the local union.

Q. Was he President of Local Union Number 1015 at the time suit was brought?

A. He was at the time suit was brought. I am not sure whether he is still president.

Q. Was he employed by the Virginia Bridge Company at the plant in Birmingham, Jefferson County?

A. He was.

Q. Local Union Number 2971, United Steel Workers of [fol. 139] America, was that a voluntary and unincorporated association which was a local of Complainant United Steel Workers of America at the time this suit was brought and at the present time?

A. It was. The local union charter is still in existence, but it does not function.

Q. What was the occasion of that failure to function?

A. The National Labor Board conducted an election in the plant to determine the bargaining agent, and the A.F.L. won the right.

Q. Those were employees of the Caldwell Foundry & Machine Company at Birmingham?

A. They were.

Q. And at the time the union had more than twenty-five members, did it not?

A. At the time it did, yes, sir.

Q. Were the products of the Caldwell Foundry & Machine Company shipped from state to state at the time this suit was filed, and since then, on which members of that union were engaged in work?

A. Not having much experience with that Company, I couldn't say positively, but from the nature of the products, I would assume they were.

Q. What was the nature of the products?

A. Castings and machine parts.

Q. Heavy and light castings?

A. They make some heavy and some light.

Q. An election was held in that plant under the auspices of the National Labor Relations Board?

A. Yes, sir.

Q. Do you know it to be a fact that the National Labor Relations Board does not hold elections except where a Company is engaged in interstate commerce or production that goes into interstate commerce?

A. I don't know positively, but I have never known of them holding one. I presume they might where both parties agreed, by request.

Q. Leaving out the rare case of a request, do they hold elections in those plants not shipping goods out of the State of Alabama?

A. I do not.

Q. I don't think you understood.

A. I mean they don't, unless the plant is engaged in interstate commerce.

[fol. 140] Q. That is what I mean. Who was William Nathan?

Mr. Simpson: His name is Nathan Williams, isn't it?

A. I am not positive. I only saw him a few times. The man referred to was the President of the local union.

Q. Whether it is Nathan Williams or William Nathan, at the time this suit was filed he was President of the local union and was employed by Caldwell Foundry & Machine Company?

A. He was.

Q. And lived in Jefferson County?

A. To the best of my knowledge.

Q. Local union number 2382, United Steel Workers, did the members of that union work for Republic Steel Company at the time this suit was brought?

A. They did.

Q. Was that union composed of twenty-five or more members?

A. It was.

Q. Is it a voluntary and unincorporated association, which was a subdivision or local of the United Steel Workers of America?

A. It was.

Q. Were those members limited to men who were working for the Republic Steel Company at the time?

A. They were.

Q. Had that local been duly and officially certified by the National Labor Relations Board as the duly designated and qualified collective bargaining agent, within the meaning of Section 9 of the National Labor Relations Act, of the group of employees, in appropriate collective bargaining units, employed by the Republic Steel Company in its plant in Jefferson County?

A. Its manufacturing plant it was.

Q. Manufacturing plant?

A. Yes, sir.

Q. What was the nature of the product they manufactured?

A. Pig iron exclusively, with the exception of some slag products.

Q. Were those products shipped outside of the State of Alabama?

A. I don't know positively, but I assume they were.

Q. Had the United Steel Workers entered into a collective bargaining agreement with Republic Steel Corporation?

A. They have.

Q. Have you a copy available of that contract?

[fol. 141] A. I don't have it here, but I can procure one.

Q. Have you, in your work, compared the contract which was in effect here with the contract covering other plants of the Republic Steel Corporation outside of Alabama?

A. Except the base rate of pay it is substantially the same contract.

Q. Who was and is R. C. Scruggs?

A. At the time of the filing of the suit R. C. Scruggs was President of local union number 2382.

Q. Was he employed by Republic Steel Corporation at their plant in Jefferson County?

A. He was.

Q. And was he a resident citizen of Jefferson County?

A. He was.

Q. Mr. Haigler, have your local unions affiliated with the United Steel Workers of America engaged in bargaining activities with the employers?

A. They have.

Q. Have you, in your work as Secretary and Treasurer, and in your work as Director of the Industrial Union Council had occasion to notice the behavior of the men engaged

in union activities in this county, affiliated with these unions that I have named, so that you could say whether there was any difference between their conduct before the Bradford Act was passed and their conduct after the Bradford Act was passed?

Mr. Simpson: We object. It is immaterial.

The Court: Sustained.

Q. Mr. Haigler, have you, in your work here in this State since the Bradford Act was passed, noticed whether or not the officers of the unions, the members of the unions, and the agents and representatives of the unions have been in a state of confusion as to their rights since the Bradford Act was passed?

Mr. Simpson: We object to that as calling for a conclusion, and being immaterial.

The Court: I am going to let him answer. Overruled.

Mr. Simpson: We except.

A. I have.

Q. Have you, in your work, heard discussion about the drastic penalty, or rather penalties, provided in the Bradford Act for violation of it?

Mr. Simpson: We object to that as being immaterial.
[fol. 142] The Court: Overruled.

A. I have.

Q. Do you know of any men engaged in union activities whose activities, to your knowledge, have been restrained because of the Bradford Act?

Mr. Simpson: We object to that as calling for the conclusion of the witness.

The Court: Sustained.

Q. I will ask you, Mr. Haigler, whether or not your mind has been in a state of confusion as to the things you could lawfully do and the things you could not lawfully do since the Bradford Act was passed?

Mr. Simpson: We object to that as calling for the conclusion of the witness and for an undisclosed state of mind.

The Court: Overruled.

Mr. Simpson: We except.

A. It has.

Mr. Harris: Now, I am trying in part to help Mr. Simpson so he could go out of town. I don't want to indulge in any unnecessary proof. Take paragraph 10, I want to get it in the record, if the Court please, but don't want to take unnecessary time in proving things we have no dispute about.

Mr. Simpson: That is all proven so far as the testimony in the suit is concerned.

Mr. Harris: You mean by the testimony—

Mr. Simpson: The testimony of Mr. Brophy.

Mr. Harris:

Q. Tell the Court what the Alabama State Industrial Union Council is?

A. The Alabama State Industrial Union Council is composed of the local unions affiliated with the various International Unions and National Unions and Organization Committee of the Congress of Industrial Organizations; this Council is represented by delegates to the annual conventions and between times by the Executive Boards elected at those conventions.

Q. What are the duties of the Alabama State Industrial Union Council, and what were its duties at the time suit was filed?

A. The duties are to promote, effectuate the same functions of the local unions, to promote good citizenship, to seek passage of legislation favorable to labor, to seek [fol. 143] repeal of unfavorable legislation, and indulge in civil enterprises; in other words, it is the common meeting ground for the delegates of the local unions of the State of Alabama, to promote their interests, exchange and disseminate information, and seek cooperation on mutual programs.

Q. Does it distribute any literature from time to time?

A. It does.

Q. What about activities of public officers, does the Alabama State Industrial Union Council do anything about that, informing people about the activities of public officers?

A. We do attempt to keep our people and the public, so far as we can, informed as to their activities.

Q. Does that Council perform any work in reference to getting statistics of labor and labor conditions so they would be in better shape to frame laws or suggest laws for the benefit of labor?

A. It does.

Q. What about your position on child labor, has it done anything about that?

A. We have been opposed to child labor and seek to enact legislation to prohibit it.

Q. How about the practice of blacklisting?

A. We are opposed to blacklisting and seek to eliminate the practice of blacklisting by employers.

Q. Has any effort been made by the Alabama State Industrial Union Council to get different labor organizations to unite for better and healthier working conditions?

A. It has and does.

Q. Has any effort been made to encourage workers for wages to organize themselves for the protection of their rights and advancement of their special vocations?

A. It does.

Q. Has any effort been made to promote the greatest unity among laboring people on matters of general concern?

A. It has.

Q. Mr. Haigler, what person in the last year or two would have had the duty of appearing before committees of the Alabama legislature for the Alabama State Industrial Union Council in the ordinary course of events?

A. The President normally would have had and in his [fol. 144] inability to attend, I would have had.

Q. Have you been familiar with the activities of the C.I.O. and Alabama State Industrial Union Council at the legislature of Alabama during its recent session?

A. I was.

Q. Mr. Haigler, do you know of any lobbyist or lobbying group, either one or both, hired by the C.I.O. to attend the sessions, the recent sessions of the legislature of the State of Alabama?

A. It was part of my duties. I attended, and several local union members were sent by their local unions and their lost time and expense paid for the time they were there.

Q. Do you know of any large sums of money having been spent on any sort of lobbying activity in the recent sessions of the Alabama State legislature by the C.I.O. or Alabama State Industrial Union Council?

A. Except for remuneration of local union members and that part of my salary while I was there, I have absolutely no knowledge of any.

Q. Have you engaged in educational activities among those who were not members of local unions affiliated with the C.I.O. as part of your duties.

A. Very little, due to lack of funds or finances.

Q. Who does that sort of work?

A. That is handled by the State Council primarily and with aid and cooperation of the Congress of Industrial Organizations, and is also done by the local unions with the aid and cooperation of the National Unions.

Q. Does the Alabama State Industrial Union Council publish newspapers?

A. They do not.

Q. Do they own one?

A. They do not.

Q. There has been some mention of the Alabama News, some inquiry as to whether that is an official organ of the C.I.O. Can you give us any information on that subject?

A. It is not.

Q. Who is publisher of the Alabama News?

A. Mr. E. T. O'Connell.

Q. Is that a private, personal enterprise?

A. The Birmingham Industrial Union Council of C.I.O. owns a fifty-one per cent token stock in that paper; Mr. O'Connell owns the remaining forty-nine per cent, to the best of my knowledge.

[fol. 145] Q. The Birmingham Industrial Union Council?

A. Yes, sir.

Q. That is not the Alabama State Industrial Union Council, at all?

A. No, sir.

Q. What is the Birmingham Industrial Union Council?

A. It is an organization similar to the State setup, composed of delegates from the various local unions under this jurisdiction, which I believe includes only those local unions not in the Bessemer section. It is a little different from the State Council in that its delegates meet semi-annually in Birmingham for the purpose of transacting their business.

Q. Have you prior to your present position, have you been an officer or agent or employee of the International union or Congress of Industrial Organizations?

A. I am an employee of the Congress of Industrial Organizations.

Q. Now?

A. Now, and have been quite a while.

Q. Is the figure four hundred representatives traveling around over the country approximately correct, in your judgment, or not?

A. I have no knowledge of the total number of employees of the Congress of Industrial Organizations. If you will pardon me, I believe that was listed as being employees of the United Steel Workers of America.

Q. You are correct. In the work and activities of the unions with which you are connected, has it been necessary for those unions to raise funds and to handle monies in order to carry out their activities?

A. It has.

Q. Now, were you here when the requirements of the Bradford Act that financial statements be filed was brought home to the various union officers?

A. I was.

Q. Was there much or little confusion at that time?

Mr. Simpson: We object to that as calling for the conclusion of the witness.

The Court: Sustained. I think I have indulged perhaps too freely in that type of question. Sustained.

Mr. Harris: All right, sir.

Q. Has the Alabama State Industrial Union Council spent money in primary elections or conventions?

[fol. 146] A. Only for the purpose of purchasing literature to distribute it among our own members.

Q. Do the various unions account to their members, render to their members financial statements of what has been done with funds that were handled?

A. It is customary for the United Steel Workers to publish semi-annual statements in book form, which is not only available to the union but the public, and local unions, and it is their duty to render financial statements at certain stated times. Of course, a great deal depends on demands made on them and their ability to prepare these statements.

Q. Do you know that Mr. Robert E. McAdory was and is Solicitor of Jefferson County, Alabama?

A. I only know it by reading newspapers and hearing of it. I don't know him personally.

Q. And Mr. Holt McDowell is the Sheriff?

A. I do know Mr. McDowell was and is the Sheriff.

Q. Have you had any negotiations or dealings with employers relative to wages or hours or any other terms and conditions of employment since the Bradford Act was passed at which the Director of the Alabama Department of labor or any of his representatives were present?

A. Only one. I don't enter into negotiations very frequently.

Q. What negotiation was that—with whom and when?

A. Between the United Retail and Department Store Employees of America, affiliated with the Bakery Workers, 441, and the Ward, *Mareta* and National Biscuit Company, wholesale bakers.

Q. In that meeting what representative of the State Department of Labor was present?

A. Mr. Walton was one, and I believe Mr. Mead was the other.

Q. Did you all sign up a contract with the employers?

A. We came to an agreement within thirty minutes after they left the meeting.

Q. After who left the meeting?

A. The State Department representatives left the meeting.

Q. How long did the meeting last in which they were present?

A. I was only present during about three hours of that meeting, if they were present.

Q. Did they take part in the negotiations?

A. Only to advise the employer and union as to liabilities [fol. 147] under the provisions of the Bradford Act.

Q. To advise the employers of the liabilities?

A. Yes.

Mr. Simpson: The witness didn't say that; he said employer and employee.

A. "The employees' representatives were present."

Mr. Simpson: I didn't want the record to be changed.

Mr. Harris: Thank you. I didn't hear what he said.

A. May I further add that that advice was not—

Q. What did he tell them?

Mr. Simpson: We object to going into detail of that transaction.

Mr. Harris: I think the official act of people we say interfere with the rights given by Federal Laws, the official representatives attending the meeting where they were trying to exercise their rights, is admissible.

The Court: Overruled.

Mr. Simpson: We object, because he doesn't show who it was.

Mr. Harris: He said Mr. Walton and he thought Mr. Mead.

The Court: Overrule.

Mr. Simpson: We except.

A. Mr. Walton was definitely there.

Q. What did he say?

Mr. Simpson: We object, on the ground it is hearsay in connection with any party to this litigation.

The Court: Sustained. I don't think it is permissible to start with.

Mr. Harris:

Q. Mr. Haigler, tell the Court whether or not you have been informed that the Respondents, that is, Mr. McAdory and Mr. McDowell, were going to attempt to enforce the Bradford Act?

A. I have not been informed of that fact. I would assume that, since it became effective upon the signing of the Act by the Governor.

Q. I will ask you to examine that constitution of the International Union of United Steel Workers of America, and state whether or not that was the constitution which was in force and effect in 1942 and when suit was filed?

A. This is the constitution of the United Steel Workers of America, of C.I.O., and was at the time suit was filed.

Mr. Harris: We offer that in evidence, if the Court please.

(Marked by Reporter: Comp. #1 9/25/44 SAK.)

{fol. 148} (The original of Complainants' Exhibit #1 will be sent to the Supreme Court in a supplemental Record.)

Q. I will ask you to look at this constitution of the Congress of Industrial Organizations, marked C.I.O. 1942, and

state whether that is the constitution that was in force and effect at the time the suit was filed?

A. This is the constitution of the Congress of Industrial Organizations and was in force and effect at the time the suit was filed.

Mr. Harris: Mark this—I think one of them has to have the title Exhibit A or B, I will have to check from the Complaint to see—call them Exhibit 1 and Exhibit 2, with permission to change the designation. (Marked: Comp. #2 9/25/44 SAK)

(The original of Complainants' Exhibit #2 will be sent to the Supreme Court in a supplemental Record.)

Q. I hand you a printed folder marked Agreement Between Tennessee Coal, Iron & Railroad Company and the United Steel Workers of America, ~~Steel~~ Manufacturing and By-Products, September 1, 1942, Birmingham, Alabama, was that agreement in force when suit was filed?

A. It was.

Mr. Harris: I offer that as Number 3. (Marked: Comp. #3 9/25/44 SAK)

(The original of Complainants' Exhibit #3 will be sent to the Supreme Court in a supplemental Record.)

Q. I show you agreement between Tennessee Coal, Iron & Railroad Company and United Steel Workers of America, Local Union 2210, salaried employees, Manufacturing Division of Mines and Quarries, Coal Mines Division, Railroad Transportation Department, June 4, 1943, is that in force and effect?

A. It is in force and effect.

Mr. Harris: We offer that as number 4. (Marked: Comp. #4 9/25/44 SAK)

(The original of Complainants' Exhibit #4 will be sent to the Supreme Court in a supplemental Record.)

Q. Mr. Haigler, as Secretary to the Alabama State Industrial Union Council were you familiar with the different contracts the different unions had with employers in this County and State?

A. Generally speaking I was.

Q. Did you have closed shop contracts or union shop contracts?

[fol. 149] A. I don't know of a single closed shop contract C.I.O. has in Alabama. We have quite a few union shop contracts.

Q. Did you have those at the time the suit was filed?

A. We did.

Q. And at the time the Bradford Act was enacted?

A. Yes, sir, we did at that time.

Q. Have any of those contracts expired since?

A. They have.

Q. Since the Bradford Act was enacted?

A. They have.

Q. Have you received any administrative bulletins from the State Department of Labor?

A. I have.

Q. I will ask you to look at this document, headed State of Alabama, Department of Labor, Administrative Bulletin Number 3, November 24, 1943, signed, Director, W. Emmet Brooks, Department of Labor. Did you, in your work receive that through the mails?

A. I have.

Mr. Harris: We offer that as Exhibit Number 5, if the Court please. (Marked: Comp. #5 9/25/44 SAK)

COMPLAINANTS' EXHIBIT NUMBER FIVE:

Administrative Bulletin No. 3. November 24, 1943

STATE OF ALABAMA,

Department of Labor:

Following the line of reasoning and conclusions contained in a recent opinion of the Attorney General of Alabama, it appears that Section 8 of the Bradford Act is constitutional and that any contract of employment made in violation of that section is invalid.

Proceeding under the opinion referred to, it is my position that the Legislature has declared a closed shop agreement to be contrary to public policy in this State and, therefore, void. The question has arisen as to whether the State under its police power has authority to protect the rights of its individual citizens, regardless of whether such citizens may be employed by firms doing intrastate or interstate

business, and I interpret the Attorney General's opinion as holding that the State has such a right.

No penal provision which might cover the execution of a closed shop contract is set out in the Bradford Act and, naturally, the entire matter would be one of contractual relations between the employer and his employees. For that reason, the state is only indirectly concerned with the [fol. 150] validity of such contracts and probably the only way in which the subject could properly be attacked would be through a civil action brought by some employee who might be discharged for his failure to become a union member or to maintain his membership in a union.

Inasmuch as this question is continually being presented to me, and without any intention to pose as a final authority in the matter, it will be the policy of this Department to advise those who are negotiating labor contracts that a stipulation requiring membership in a union as a condition precedent to employment, or requiring an employee to join a union or maintain his membership therein under penalty of the loss of employment, is invalid under the present law of Alabama, whether the business of the employer affects interstate commerce or not, and this policy will be continued unless some Court of competent jurisdiction shall declare otherwise.

W. Emmett Brooks, Director Department of Labor.

Q. I show you another page marked, at the top of which we find the words, Administrative Bulletin Number 4, dated December 16, 1943, W. Emmet Brooks, Director of Department of Labor. Did you receive that in the course of your business or work with the C.I.O.?

A. I have.

Mr. Harris: We offer that as Number 6. (Marked: Comp. #6 9/25/44 SAK).

COMPLAINANTS' EXHIBIT NUMBER SIX:

Administrative Bulletin No. 4. December 16, 1943

STATE OF ALABAMA,
Department of Labor:

In a previous bulletin issued by this Department it was stated that it is the policy of the Department to advise those who are negotiating labor contracts that a stipula-

tion requiring membership in a union as a condition precedent to employment, or requiring an employee to join a union or maintain his membership therein under penalty of the loss of employment, is invalid under the present law of Alabama. This policy is based on the Director's interpretation of an opinion rendered by the Attorney General of Alabama.

The question has now been presented as to whether such interpretation should be applied to labor contracts which were executed prior to the approval of the Bradford Act on June 29, 1943, and run for either a fixed or indefinite period.

Inasmuch as the constitutions of the United States and the State of Alabama prohibit the Legislature from passing any act which would impair the obligation of a contract, this Department takes the position for administrative purposes that any labor contract executed prior to June 29, 1943, which requires union membership or maintenance of membership as a condition of employment is not affected by the Bradford Act as to any such provisions. Labor contracts which have been renewed since the date mentioned do not fall within the constitutional protection and, therefore, are limited as to their closed shop or union maintenance provisions by the Bradford Act.

It is a matter of more or less common practice for labor contracts to carry automatic renewals from year to year except where one or the other of the parties shall give notice of a desire to terminate the agreement. In such instances, it is the position of the Director of the Department of Labor that a contract which is merely extended in the term of its operation would not be affected although the date of such extension might be subsequent to the date of approval of the Bradford Act.

However, a distinction will be drawn between a contract with a definite date of termination which contains an option to *renew* and one which carried in it an option to *continue* the same obligation. In the one instance, the execution of a *new* contract is required and this, of course, would make it subject to the present state law although the parties thereto might desire to have it identical in terms with the original contract. On the other hand, an automatic extension of the term, or the exercise of an option to extend it, merely operates to prolong the existence

of the original agreement and such prolongation would not be precluded by the provisions of the Bradford Act.

W. Emmett Brooks, Director, Department of Labor.

Mr. Harris: Then we offer next Administrative Bulletin Number 7, January 20, 1944, as Exhibit 7. (Marked: Comp. #7 9/25/44 SAK).

COMPLAINANTS' EXHIBIT NUMBER SEVEN:

Administrative Bulletin No. 7. January 20, 1944

STATE OF ALABAMA,
Department of Labor:

For administrative purposes, the Director of Labor takes the position that since June 29, 1943, the effective date of Act No. 298 of the Legislature of Alabama, 1943, it has been unlawful in this State for an executive, administrative, professional, or supervisory employee to be a member in, or to be accepted for membership by, any labor organization, the constitution and by-laws of which permit membership to employees other than those in executive, administrative or supervisory capacities, or which is affiliated with any labor organization which permits membership to employees other than those in the capacities named, unless it is necessary for such executive or supervisory employee to maintain his union membership in order to prevent forfeiture of insurance benefits which he might have accumulated prior to the passage of the Act. (Section 16).

This interpretation will apply regardless of whether the executive, administrative, or supervisory employee is covered by a closed shop or union maintenance contract which was executed prior to the passage of the Bradford Act and which continues in effect.

In a previous administrative bulletin (#4, December 16, 1943) this department has held that a contract calling for closed shop or union maintenance which was in existence at the time the Bradford Act was passed would not be affected by Section 8 of the Act which has been construed by the Attorney General as making such contracts contrary to public policy in Alabama. However, in view of the difference in language employed in Sections 8 and 16 a dis-

tion must be drawn between a law which simply defines the public policy of the State and one of a penal nature which definitely makes the performance or omission of certain things a criminal offense.

It is fully recognized that the Legislature has no authority to pass a law impairing the obligation of an existing contract and the position of this department on that question is fully defined in its administrative bulletin #4 referred to above. However, it is well established by the Courts that a statute enacted within the scope of the police power of a state which imposes a penalty on the commission of certain acts is valid and not prohibited by the constitutional provision against laws impairing the obligation of contracts, notwithstanding such statute may interfere with or forbid the further performance of a contract existing at the time of its enactment.

Section 16 of the Act is no mere declaration of policy by the Legislature but a criminal statute, the violation of which is made a misdemeanor punishable by a fine not exceeding \$500.00, or by imprisonment at hard labor not exceeding 12 months, or both. This being an exercise of the state's police power and imposing a penalty for a violation of the section, the Director of Labor holds that it does not [fol. 150-C] fall within the constitutional prohibition mentioned above but became effective with the approval of the Act, regardless of any contract that might have governed at that time the employment relationship of those subject to its provisions.

W. Emmett Brooks, Director, Department of Labor.

Cross-examination.

By Mr. Simpson:

Q. Do you receive a salary as Assistant Regional Director for C. I. O.?

A. Yes, sir.

Q. At the present time?

A. Yes, sir.

Q. And at the time the suit was filed?

A. Yes, sir.

Q. And at the time the Bradford Act was being considered by the legislature?

A. I did.

Q. Was that salary your sole salary or did you receive some salary from the Alabama State Industrial Council?

A. That was my sole salary. Being employed by the C.I.O. or affiliates, the constitution prohibits receiving any other salary.

Q. Your sole salary was paid by C.I.O.?

A. Yes, sir.

[fol. 150-D] Q. At that time it was?

A. Yes, sir.

Q. Who was Director of this Region at that time?

A. Noel Beddow.

Q. How much was this district you were Assistant Director of and Mr. Beddow was Director of?

A. The State of Alabama.

Q. Did he also receive pay out of the treasury of the C.I.O.?

A. So far as Mr. Beddow was concerned, it was non-remunerative, his salary was paid by the United Steel Workers of America.

Q. That was the International Union?

A. The International Union.

Q. At the time this particular legislation was being considered by the legislature, both you and Mr. Beddow appeared and advised the legislature or members of the legislature with respect to your views or the views of the C.I.O., did you not?

A. We did.

Q. Did you make an address to the Committee considering it?

A. Mr. Beddow did; I did not.

Q. In addition to the activities that you have enumerated of C. I. O. International and National organization, or central organization we will call it, and the Alabama Industrial Union Council, I will ask you if you have enumerated all their activities and interests and efforts carried on here in Alabama?

[fol. 151] A. I have, to the best of my memory, unless you refer to the Political Action Committee.

Q. I haven't gotten around to that. Do you have any besides that?

A. Not that I know of.

Q. You do assist in conducting negotiations for constituent unions?

A. We do where the International Union or Organization Committee does not have a representative in the State.

Q. Ordinarily the International Union assists its locals in negotiations?

A. Almost always.

Q. And in the case of the United States Steel Workers, the International is designated for these locals here?

A. Oh, that is standard policy.

Q. That is standard C.I.O. policy, your general policy, that is for the National or International Union to be designated agent?

A. It is in some International Unions, and some of them it isn't.

Q. Tell us in which that is true?

A. It is true in the case of the United Steel Workers of America. It is not true in the United Automobile Workers of America so far as Alabama is concerned.

Q. Have they a local unit here?

A. They do.

Q. Do you know about any other constituent union that operates in Alabama?

A. The United Retail and Wholesale and Department Store Employees of America—the local unions do their own bargaining.

Q. How about the Mill, Mine & Smelter Workers?

A. The Mill, Mine & Smelter Workers do, and I believe the contract in several instances with them designates the local union as the bargaining agent.

Q. They have held several elections in Alabama?

A. They have.

Q. What went on the ticket in the National Labor Relations Board election, was it the local union or the National Union, to be voted on?

A. Not being present at the time, I don't know.

Q. And in addition to that, you carry on a great deal of organizational work?

A. I do.

[fol. 152] Q. Promotion of the idea of unionization?

A. Yes, sir.

Q. And selling this particular sort of unionization, that is industrial unions as distinguished from craft unions?

A. I do.

Q. There is a wide divergency of views, not only in union circles, but among the public, as to which is the better—

not only from the union standpoint but the public standpoint?

A. Do you refer to the Congress of Industrial Organizations only?

Q. I refer to the proposition it is debatable as to which is preferable.

A. It is debatable among the public generally; and all labor organizations of which I am a member subscribe to the theory.

Q. Where it is debatable, it is debated?

A. Quite a bit.

Q. And you promote with your funds and activities, you promote your particular ideas along that line?

A. I do.

Q. You champion the plan of the closed shop?

A. We do.

Q. And also the union shop.

A. We do.

Q. And where a closed shop or union shop cannot be secured, you advocate maintenance of membership?

A. We do.

Q. And a great deal of your activities are along those lines?

A. Yes.

Q. And you sell the idea not only to unionized men but to the public in general?

A. As being the better plan, we try to.

Q. You also, where organizational activities and negotiation and conciliation and mediation are unavailing, you also conduct strikes?

A. We haven't had a strike since we gave the Government the no-strike pledge.

Q. When was that?

A. About two years ago.

Q. But there have been a great many strikes, haven't there?

A. Not authorized.

[fol. 153] Q. Leaving out the "not authorized", there have been a great many strikes, haven't there?

A. It would be a matter of opinion. I wouldn't think so.

Q. Would you say there have been as many as fifty during the last year?

A. I wouldn't say there had been a great deal more than fifty—or less.

Q. You think that a fair estimate of the number?

A. I believe it is. Qualifying that answer, I would say those are not plant-wide strikes.

Q. But some spread and became plant-wide?

A. Some few of them did.

Q. Dealing with those strikes is *aprt* of your activities, is it not?

A. Not unless I am requested by the representative of the International Union.

Q. The International Union. Is it part of the activities in the State to deal with those strikes?

A. It attempts to enforce its contract and constitution and assume its responsibilities.

Q. That is part, to deal with strikes?

A. It is.

Q. And stoppage of work where there is a strike or not?

A. Yes.

Q. And are some representative sent into Alabama?

A. A great majority of the International representatives are natives of Alabama.

Q. They are paid by the National or International Unions?

A. Most of them.

A. Just as you are paid by the C.I.O?

A. Yes.

Q. You mentioned political activities. You say your money is spent for the purpose of sending literature to your own members?

A. Not altogether.

Q. What else is it spent for?

A. I mail literature to members of the legislature, members of Congress, public officials or leaders of the public from time to time.

Q. In other words, you don't try to keep your literature out of the hands of non-members?

[fol. 154] A. Not at all.

Q. And, as a matter of fact, some is actually sent to non-members?

A. Yes, sir.

Q. In primaries and conventions of political parties, you circularize all voters you can reach?

A. We do.

Q. Funds are sent into Alabama and spent that way, aren't they?

A. I don't recall now. I would like to be more specific.

Q. Didn't you just before the recent runoff primary in 1944 hand a candidate for Congress in a Loan Company office on Second Avenue, hand him \$2000.00?

A. I did not. I assisted him in negotiating a loan, a loan of \$1500.00; and the loan was paid off after the election.

Q. The money was C. I. O. money?

A. It was given to me by the Political Action Committee.

Q. The Political Action Committee of the C. I. O.?

A. It was.

Q. And that money was brought to you from outside of the State of Alabama, by your representative?

A. It was given to me by this representative.

Mr. Harris: We object.

The Court: Overruled as to this question.

Mr. Simpson: They went into it. I had no intention of going into this particular matter.

A. I was referring to the funds of the Alabama State Industrial Union Council.

Q. But C.I.O. general treasury money has a broader use in the State of Alabama?

Mr. Harris: We object. He said Political Action Committee.

Q. C.I.O. general treasury money has a broader use in Alabama?

A. At my request the National C.I.O. Political Action Committee gave me the money.

Q. How much did you request to be sent in by P.A.C.?

A. I requested they allocate that much to me.

Q. How much did you request to be sent in during the Senatorial campaign that ended May 2nd?

Mr. Harris: We object.

The Court: Sustained.

[fol. 155] A. I requested all they could spare, but I didn't receive any.

Q. You did call for it?

The Court: I don't know whether I am called on to rule again, or not. I sustained the objection to it. While I think it is well enough to generalize as to some of the testimony and the fact money has been spent in that way, I don't

want to enter into a contest of any of these elections or go into details about them, and I don't think it is proper to do so.

Mr. Simpson: Do you rule that objections to further questions along that line will be sustained?

The Court: Yes.

Q. The Birmingham Industrial Union Council is an organization of C.I.O. affiliates, is it not?

A. It is.

Q. And it doesn't have in it any unions which are not affiliated with C.I.O.?

A. No. They are all C.I.O. affiliates.

Q. And it is the organization which brings together C.I.O. unions in Jefferson County, except the Bessemer Unions?

A. It is.

Q. And there is a similar Bessemer Industrial Union Council operated at Bessemer, Alabama, is there not?

A. There is.

Q. C.I.O. membership has steadily increased in Alabama for the last few years, hasn't it?

A. For the last few years it has.

Q. I will ask you what you mean by the last few years?

A. I will say the C. I. O. is a young organization. It only had its inception in 1937 and only acquired membership since that time.

Q. You haven't gone backwards since that time, have you?

A. No; made gains.

Q. You had more members in 1938 than in 1937, didn't you?

A. I assume we did. I wasn't here.

Q. How long have you been connected here?

A. Since February, 1942.

Q. Were you a resident of Alabama prior to that time?

A. Yes, sir.

Q. You were employed at what?

A. I was employed by the Soil Conservation Survey.

[fol. 156] Q. Up to February, 1942?

A. Yes, sir.

Q. Where were your duties?

A. They were in Alabama.

Q. In what part of the State?

A. Chilton County.

Q. You left that employment and came with the C. I. O. in February, 1942?

A. Yes, sir.

Q. You were here in virtually all of 1942?

A. Yes, sir.

Q. You had more members at the end of 1942 than at the end of 1941, didn't you?

A. We did.

Q. And had more members at the end of 1943 than you did at the end of 1942?

A. We did.

Q. You have a larger membership today, in September, 1944, than you had at the end of 1943?

A. We do, but the gain has not been as apparent the last year as it was prior to that.

Q. Your gain has not been as apparent the last year as it was prior to that?

A. Yes, sir.

Q. But you have gained?

A. We have gained membership.

Q. And have not lost membership?

A. We lost members from time to time, by change of employment and closing of plants.

Q. But in quantity of membership in the State of Alabama, you have not lost any?

A. No.

Q. You have not lost a single local union during that time, have you?

A. Yes, sir, we have lost a local.

Q. What local?

A. 2622, Holt, Alabama.

Q. What became of it?

A. The plant closed.

[fol. 157] Q. That would kill a union at any time under any circumstances for the plant to close, wouldn't it?

A. Yes, it would. We lost—some locals are just not functioning for various reasons.

Q. That is always true in every organization, isn't it?

A. Yes, sir, it is.

Q. That was true when you came to the Union in 1942, wasn't it?

A. It was.

Q. You had some locals not functioning at that time?

A. We did.

Q. As a matter of fact, you didn't have any more then than now, did you?

A. Yes, we did, because we acquired a few unions during my connection.

Q. You haven't a higher percentage of inactive charters out now than when you came with the union?

A. I don't think so.

Q. Just as high a percentage are active now as when you came with the Union in February, 1942?

A. Yes.

Mr. Simpson: That is all.

Redirect examination.

By Mr. Harris:

Q. Has the percentage of increase—you said the increase was not so apparent as it was—has the percentage of increase dropped off?

A. That is what I mean by saying it was not so apparent, the percentage has dropped off.

Q. Could you tell the Court how much the percentage has dropped off?

A. I could not.

Q. What about employment generally during the past two years, has employment increased or decreased.

A. Employment has increased tremendously in the past two years.

Q. Had you engaged in labor work prior to the past two years?

A. Yes, sir.

Q. Now, when employment increases, in the ordinary course of events does membership in labor unions increase or decrease?

A. It has been my experience that it increases.

Q. Has the increase in membership in the unions kept pace with the increase in employment in the last year or so—in Alabama I mean?

[fol. 158] A. Not in Alabama it has not.

Q. That is what I am talking about. Do you know of any local industrial union in Alabama that is not affiliated with any national union?

A. I do.

Q. Could you name that for us?

A. There is one at Mobile, Alabama, the United Harbor Craft Workers. It was chartered directly by the national office of the C. I. O.

Q. Do you know of any other?

A. There is one but it isn't functioning.

Recross examination.

By Mr. Simpson:

Q. The United Harbor Workers at Mobile are an autonomous union with two locals, is that what that is?

A. They are.

Q. And if they were organized in two locals down there, you would then have two local units both in the State of Alabama, wouldn't you?

A. We would.

Q. Suppose they have units, say at Pensacola, would they be affiliated with them?

A. Not as a local industrial union; they are separate until there are enough local unions to create an international union.

Q. That is the beginning of an international union?

A. It is; we hope.

Q. As such the National C. I. O. organization extends it a charter of affiliation?

A. A charter and certificate of affiliation.

Q. And it is allowed to affiliate just as though it were as big as the biggest union in the country that desired to affiliate with C. I. O.?

A. Yes, sir.

Q. It is affiliated on the same basis as the United Steel Workers?

A. It is, except membership.

Q. Except for size; its relation to C. I. O. is the same as all other constituent unions, except for size?

A. It is, except for size.

Q. Then there isn't a person in the United States who is a member of C. I. O. who isn't first a member of an affiliated union?

[fol. 159] A. That is right.

Mr. Simpson: That is all.

Mr. Harris: That is all.

Testimony of Herbert S. Williams

HERBERT S. WILLIAMS, a witness called by Complainants, being first duly sworn, testified as follows:

Direct examination.

By Mr. Harris:

Q. What is your name?

A. Herbert S. Williams.

Q. Do you hold any official position with the Textile Workers Union of America?

A. Yes, sir.

Q. What office do you hold with that union?

A. State Director and Vice-President of the International Union.

Q. Is that a voluntary association of employees employed in textile plants?

A. Yes, sir.

Q. Do you have members in Jefferson County, Alabama?

A. No, sir.

Q. Do you have members in the State of Alabama?

A. Yes, sir.

Q. How many members would you say you have in the State of Alabama?

A. Approximately eighty-five hundred.

Q. Is that union affiliated with the C. I. O.?

A. Yes, sir.

Q. How many local unions have you in Alabama?

A. About ten.

Q. Have any of those local unions been designated as collective bargaining agent or representative by the National Labor Relations Board?

A. No, sir.

Q. Are the local unions employed by companies or individuals whose products on which these union men work are shipped into other states?

A. Yes, sir.

Q. Whereabouts are some of these local unions in Alabama?

A. Huntsville, Alabama, Russellville, Alabama, Jasper, Alabama, Winfield, Alabama, Anniston, Alabama, Alabama City, Alabama and Jacksonville, Alabama.

Q. All those mills make substantially the same cloth as others, do they not?

[fol. 160] A. Well, there are different kinds of cloth. Some make duck, some make sheeting, some make osanberg, herringbone and other kinds of cloth.

Q. Who is Emeral Reeves?

A. He is general President of the International Union.

Q. Where is the principal office of that general President?

A. 15 Union Square, New York City.

Q. Do these local unions of the Textile Workers Unions have contracts with any of those companies for which they work?

A. I didn't follow you.

Q. Do these local unions have contracts with any of these companies for which they work?

A. Yes, sir.

Q. With which companies do they have collective bargaining agreements?

A. Dallas Manufacturing Company, Huntsville, Alabama; Lincoln Mills, Huntsville, Alabama, Alabama Mills Incorporated, Jasper and Russellville, Alabama, Nashua Manufacturing Company, Cordova, Alabama; Dwight Manufacturing Company, Alabama City.

Q. Does the Textile Workers Union have local unions in other states besides Alabama?

A. Yes, sir.

Q. What states of the Union does it have locals in, approximately what proportion of the states of the Union?

A. Thirty-two of the states.

Q. What is the membership of the unions affiliated with the Textile Workers of America?

A. Maintenance and productive employees?

Q. What is the total membership of the International Union was my question?

A. Approximately three hundred and ten thousand.

Q. Did you have a contract with Dallas Manufacturing Company for a maintenance of membership provision?

A. Yes, sir.

Q. Has that contract expired since the Bradford Act became effective?

A. It has, but the War Labor Board has ordered the parties to keep it in force until a new one is directed by the War Labor Board.

Q. Did Mr. *Emmet* Brooks, Director of the Alabama Department of Labor attend the negotiations with the Dallas Manufacturing Company when this contract expired?

[fol. 161] A. No, sir.

Q. Was he there beforehand?

A. No, sir.

Q. Did you have a hearing before the War Labor Board at Atlanta in connection with it?

A. Yes, sir.

Q. Now, at that hearing before the War Labor Board did Mr. Brooks of the Alabama Department of Labor attend?

A. Yes, sir.

Q. Did you invite him to attend?

A. No sir.

Q. How long did he stay over there?

A. Approximately all morning and a short while when the hearing started after lunch.

Q. Did Mr. Brooks make any statement as to receiving notice of every case which was certified to the War Labor Board?

A. Yes, sir.

Q. Did he make any statement as to whether or not he appeared before them?

A. Yes, sir.

Q. Did you have a contract with Lincoln Mills of Alabama?

A. Yes, sir.

Q. Did that expire?

A. Yes, sir, but the War Labor Board ordered it to remain in effect also until a new one could be reached.

Q. In the hearing before the War Labor Board was the Lincoln Mills represented by Mr. Douglas Taylor?

A. Yes, sir.

Q. Is he an attorney?

A. Yes, sir.

Q. Did you hear his argument before the War Labor Board as to the affect of the Bradford Act?

A. Yes, sir. There was a panel of the War Labor Board, and Mr. Taylor did appear for the Company, and I heard his argument as to the disputed issue.

Q. What statement did he make upon the affect of the Bradford Act upon the contract you were negotiating?

Mr. Simpson: We object.

[fol. 162] The Court: Sustained.

Mr. Harris: We except; and offer to prove the attorney in the negotiations appeared before the panel of the War Labor Board and advanced the position that the Bradford Act prevented them from giving a contract which had a provision for maintenance of union membership.

Q. Did you have a contract with Dwight Manufacturing Company?

A. Yes.

Q. On April 23, 1943, did you have an election at that mill?

A. Yes, sir.

Q. Was the union certified?

A. Yes, sir.

Q. Did you start negotiations with Dwight Manufacturing Company after that?

A. Immediately after the union was certified; yes, sir.

Q. In the negotiations did you have present at any time a Conciliation Commissioner?

A. Yes, sir.

Q. Did any attorneys appear for the Company?

A. Yes, sir.

Q. Who were they?

A. Mr. Borden Burr and Mr. John Lusk.

Q. Did you hear the argument made before the Conciliation Commissioner by those two attorneys as to the inability of the Company to grant a maintenance of membership contract because of the Bradford Act?

Mr. Simpson: We object.

The Court: Sustained.

Mr. Harris: We except; and offer to show in this exercise of their rights under Federal Law they were meeting with resistance and restraints on account of the claim that the Bradford Act created rights inconsistent with rights granted by the Acts of Congress; and we offer to show that they, at that time and place, these two attorneys argued it was now unlawful because of the Bradford Act to grant maintenance of membership and check off of union dues, which the union was entitled to have under the Acts of Congress.

The Court: I think you will agree that in an ordinary case you couldn't introduce it because it is hearsay and

because it is secondary. If there is any reason it would come in in this case, I will be glad to consider it.

[fol. 163] Mr. Harris: Take the witness.

Mr. Simpson: I don't care to ask him anything.

(Court recessed until Sept. 26, 1944)

September 26, 1944.

OFFERS IN EVIDENCE

Mr. Harris: If the Court please, we offer in evidence the Constitution of the Congress of Industrial Organizations, dated 1943, as the last constitution of the C.I.O.

Mr. Lapsley: No objection. (Marked; Comp. #8 9/26/44 SAK).

(The original of Complainants' Exhibit #8 will be sent to the Supreme Court in a supplemental record.)

Mr. Harris: Then we offer in evidence Constitution of International United Steel Workers of America, adopted at Cleveland, Ohio, May 13, 1944, the constitution now in force and effect for those people. (Marked: Comp. #9 9/26/44 SAK).

(The original of Complainants' Exhibit #9 will be sent to the Supreme Court in a supplemental Record.)

Testimony of Emmet Brooks

EMMET BROOKS, a witness called by Complainants, being first duly sworn, testified, as follows:

Direct examination.

By Mr. Harris:

Q. You are Mr. *Emmet* Brooks?

A. Yes, sir.

Q. How long have you been connected with the State Department of Labor?

A. Since August 10, 1943.

Q. Do you have a staff of assistants?

A. Yes, sir.

Q. How many field men have you?

A. I have four.

Q. Who are they?

A. In Birmingham, Mr. Ray Mead, Mr. C. L. Walton, Mr. S. L. McNeil, and in Mobile, Mr. John M. White. I also have an assistant who works in that capacity, Mr. M. H. Sherer, who stays at Montgomery.

Q. He is your First Assistant is he, Mr. Sherer?
[fol. 164] A. Yes, sir.

Q. As a part of your duties have you investigated and had your Assistants investigate to see whether the Bradford Act had been complied with on the part of various unions in the State of Alabama?

A. Yes, sir.

Q. Are you the only Director of that Department since it was created?

A. Yes, sir.

Q. Now, have you and your Assistants been actively enforcing and investigating compliance with the Bradford Act since its passage?

A. Generally I would say yes, Mr. Harris; but you are familiar with the agreement the Attorney General had with respect to enforcement of Section 7, so there has been no attempt to enforce that section under that agreement.

Q. But that agreement was pending, generally speaking, was pending the outcome of litigation?

A. Yes, sir.

Q. That Section 7 would be held in abeyance?

A. Yes, sir.

Q. But excepting that Section, the other Sections, leaving out those having been held bad by the Supreme Court of Alabama, have you been attempting to enforce and see to it they were enforced?

A. That is correct.

Q. Have there been any prosecutions anywhere for non-compliance or violation of the *Bradford Act*?

A. Mr. Harris, may I ask you a question? Do you have—I won't put it in the form of a question either—I recall there were two prosecutions in Bessemer in connection with work stoppage out there; and I am not familiar with the complaint in that case, and I don't know whether it was under the assault and battery statute or under the Section of the Bradford Act which provides for interference with anybody engaged in a lawful occupation.

Q. What about a more recent case involving a foreman at Ingalls Ship Building Company? What was that foreman's name?

A. Clem S. Walter, Junior.

Q. What provision of the Bradford Act was he charged with violating, do you recall?

A. Section 8.

Q. What does that Section deal with?

[fol. 165] A. It deals with the provision that every person shall be free to join or refrain from joining any labor organization, and in the exercise of that freedom shall be free from any force, coercion or intimidation. That is substantially the way it reads.

Q. He was tried here in Court in this County?

A. Yes, sir, before Judge Boner.

Q. And was convicted, was he not?

A. I understand he was.

Q. And appealed to the Circuit Court and that case is now on appeal?

A. That is my understanding.

Q. It is your recollection that the only Section he was charged with violating was Section 8?

A. Yes, sir.

Q. But as I understand your answer, you are, in your official capacity, attempting to enforce all Sections of the Act, leaving out Section 7 by agreement?

A. And the unconstitutional Sections, yes, sir.

Q. Except those the Supreme Court has declared unconstitutional?

A. Yes, sir.

Q. Now, in your work and in the work of your Assistants, have you had occasion to be present at meetings between employers and employees?

A. I have.

Q. In those meetings have you advised the employers of their rights under the Bradford Act?

A. Yes, sir.

Q. And have you warned them to be careful not to violate the provisions of the Bradford Act?

A. Yes, sir.

Q. And if they did violate those provisions that they did it at their risk?

A. Yes, sir.

Q. How many different meetings of that sort would you say you have attended, you and your representatives?

A. You have reference to the entire Department?

Q. Yes.

A. Without any reference, my records in Montgomery—

Q. Just approximately?

A. It would be difficult to answer, Mr. Harris. I would [fol. 166] say between fifty and a hundred. That is rather a broad difference in there, but at least I would say, and probably more.

Q. Generally speaking, would you say it is your policy to have a representative present whenever there are negotiations during a work stoppage or during a strike, if there is a strike?

A. Yes, sir, where we know about it. There is a Section of the Act that puts that duty or responsibility on the Department. We attempt to carry that out.

Q. Have you made any provisions or given any notification to different employers in Alabama so they would notify you if any such event happened, I mean a work stoppage?

A. Not more than generally speaking. I have not given any specific notification to any of them that I recall.

Q. Now, when you spoke awhile ago about Bessemer, you referred to Bessemer, Jefferson County, Alabama, did you not?

A. Yes, sir.

Q. In addition to the kind of meetings that I have asked about, have you also, since your appointment to the office which you now hold, attended collective bargaining conferences between employers and employees?

A. Yes, sir.

Q. How many of those would you say you attended, approximately?

A. Well, that is what I had reference to when I stated between fifty and a hundred while ago.

Q. All right, fifty?

A. Yes, sir.

Q. Fifty or more?

A. (No answer)

Q. Now, did you at any of those conferences inform the employers that because of the provisions of the *Bardford* Bill they could not enter into closed shop agreements?

A. Yes, sir.

Q. Did you also inform them they could not enter into maintenance of membership agreements?

A. I would like to limit that answer, qualify that answer by *by* referring you to a bulletin I issued on that, which I think you have a copy of.

Q. Did you not only by bulletin but by word of mouth [fol. 167] inform them about that?

A. Yes, sir. I did not tell them they could not enter into a maintenance of membership agreement, but told them it would be limited to a voluntary agreement on the part of the employees.

Q. Did you go any further into that statement than that it would be limited to a voluntary agreement on the part of the employees?

A. If I may, my position is as outlined in that bulletin. I think it is Number 10.

Q. What I was asking you was if, in addition to the bulletin, in your conversations in these meetings you had gone into that matter?

A. I have stated in conversations substantially what is written in the bulletin.

Q. Did you ever say anything other than what is contained in the bulletin, in substance, I mean in those meetings?

A. You mean that is different from what I said in the bulletin?

Q. That is right?

A. I don't recall so.

Q. Well, do you mean to tell the Court you had memorized Bulletin Number 10 and just repeated in those conferences what was in Bulletin Number 10?

A. No. I asked if you meant I had given anything different from the substance in Bulletin 10.

Q. You mean contrary instructions?

A. Yes. No, I have not.

Q. You hadn't given contrary instructions?

A. Not that I recall.

Q. But you didn't limit your instructions to the exact wording in Bulletin Number 10; you don't pretend that happened?

A. Oh, no.

Q. Mr. Brooks, as a part of your duties as State Director of the Labor Department, have you acted as mediator?

A. Yes, sir.

Q. Tell the Court what that phrase means, please, sir?

A. As it applies to our Department?

Q. Yes.

A. Well labor disputes are reported, and where we are called in by one side or the other, our representatives act to contact both parties and see if there is any adjustment we can assist them in making of the difficulty or dispute.

[fol.168] Q. It has been suggested that I develop one phase more fully. That is as to paragraph 7 or section 7. Now, am I correct in thinking that that agreement was to be in effect until a final decision by a court of last resort on the subject; in other words, if it went to the Supreme Court of the United States, the agreement was to be in effect until that Court passed on it?

A. That is my understanding, Mr. Harris. I think you have a copy of the letter that was written by Mr. McQueen. I didn't have anything to do with the agreement. I didn't know anything about it at the time it was made. I think that was made between Mr. Wilkinson and Mr. McQueen. I have a copy of the letter in my files.

Q. Do you have it with you?

A. No, I don't. I think you are substantially correct in your statement.

Q. That is what I wanted. You mentioned a prosecution out in Bessemer in which you stated you are not quite sure whether it was for assault and battery or a violation of the Bradford Act. As a matter of fact, wasn't it for both an assault and battery and a violation of the Bradford Act?

A. Mr. Harris, I don't know.

Q. You don't know?

A. No, sir.

Q. And you don't know the names of the parties?

A. I don't know. I have them in my file in a report on the case, but that was handled by the Solicitor's office out there. Mr. Green's office handled it. I understand the two defendants involved pleaded guilty before the Judge of the Court of Misdemeanors in the Bessemer Cutoff.

Q. Did your men refer it to the Solicitor's office in those cases?

A. My recollection is that they did.

Q. And do your men whenever you run across in your investigations what you consider to be a violation of the Bradford Act, do you report it to the Solicitor of the County in which the violation occurred?

A. Yes, sir.

Q. Have you been doing that regularly since you became Director of the Department of Labor?

A. Yes, sir.

[fol. 169] Q. And do all such reports to the Solicitors go through you personally, or does your Assistant, Mr. Sherer, have the right to do so?

A. They all go through me personally.

Q. All of them go through you personally?

A. Yes, sir, I require that.

Q. Could you give us an approximate estimate of how many such reports you have made to different Solicitors of the State of Alabama?

A. No, sir, I couldn't; but very few.

Q. Very few so far?

A. Yes, sir.

Q. You reported the men at Ingalls Ship Building Company, did you not?

A. Yes, sir. He complained to our Department and we took it up with the Solicitor's office.

Q. Who do you mean when you say he complained?

A. The complaining witness, a man named Jenkins, I believe his name was.

Q. Who is Jenkins who complained, is he one of your men?

A. No, sir. He was an employee of the Ingalls Iron Works.

Q. Have you, in your reports to Solicitors, reported a case where a union organizer was trying to organize a union without first having filed a report with your Department or having filed its by-laws with your Department?

A. I don't think so. I don't recall any such case.

Q. Have you instructed your Assistants that if they find any such case where an organizer is in the state trying to organize without having filed by-laws, that they report it to you?

A. No, sir; I have not.

Q. Do you maintain an office in the City of Montgomery?

A. Yes, sir.

Q. Have employers of labor come to your office in Montgomery to find whether or not unions of their employees or other unions have filed the reports and papers required by the Act?

A. Yes, sir.

Q. Has that been a common practice or has that been something very exceptional?

A. There have been a few instances of that Mr. Harris. I don't recall just how many.

Mr. Harris: Take the witness.

[fol. 170] Cross-examination.

By Mr. Lapsley:

Q. Mr. Brook, in your work of a mediator and also the result of the activities of your Department in that respect, were you able to bring about any adjustments or settlements of labor disputes?

Mr. Harris: We object. That calls for a man to testify as to a conclusion as to whether something happened as a result of his actions.

The Court: Overruled.

A. Yes, sir.

Q. Can you give us some idea of the number of cases in which you were able to bring about settlements, in the last year say?

A. It would probably run between seventy-five and a hundred.

Q. In that work were you acting in cooperation with any Federal mediation agency or was only the State agency acting?

A. In some cases only the State agency acted, and in others they both were involved.

Q. In some cases have you been the only agency of Government under your Department?

A. Yes, sir, several times.

Q. You were asked about employers inquiring whether or not some unions had filed their reports required under the Bradford Act. In those cases these reports were not shown to employers, were they?

A. Oh, no, sir.

Mr. Lapsley: I believe that is all.

Re-direct examination.

By Mr. Harris:

Q. Can you point out any provision in the Bradford Act which says it shall not be shown to the employer?

A. Yes, sir, as I interpret it, Mr. Harris.

Q. What Section of the Bradford Act?

A. Section 7, where it reads, "It shall be made available to the Governor of Alabama—in his office."

Q. But there is no express terms of prohibition of their display to employers are there, other than that phrase you have defined—I withdraw that question. Can you point out anywhere in the Act an express prohibition against displaying or showing those reports to employers of labor?

A. No, sir.

Mr. Harris: That is all.

[fol. 171] Testimony of R. M. Porch

R. M. PORCH, a witness called by Complainants, being first duly sworn testified as follows:

Direct examination.

By Mr. Harris:

Q. What is your name, please, sir?

A. R. M. Porch.

Q. Are you connected with the Congress of Industrial Organizations or any union affiliated with it?

A. The United Steel Workers of America.

Q. What official position do you hold?

A. International Field Representative.

Q. Are you hired out of the home office in Pittsburgh, Pennsylvania, or hired out of the local unions here?

A. Out of the office in Pittsburgh.

Q. How long have you been such representative?

A. About two years.

Q. During this two years work have you become familiar with the operations of the C. I. O. and various affiliated unions in the State of Alabama?

A. Yes, sir.

Q. Now, take the International Union of Mine, Mill & Smelter Workers, do you know whether or not Mr. Reid Robinson is the President of that Union?

A. Yes, sir, he is.

Q. And whether or not its home office is in the City of Denver and the State of Colorado?

A. Yes, sir, I know it is there.

Q. In your work, can you tell the Court whether or not all these different affiliated unions pursue practically the same general methods in making contracts with employers of labor?

A. Yes, sir, they do.

Q. And I will ask you whether or not it has been, during your connection with C. I. O., the practice and policy of all the affiliated unions to get national contracts from national employers whenever and wherever possible?

A. Definitely, so.

Q. Now, the Mine, Mill & Smelter Workers have local unions in this county, have they not?

A. Yes, sir.

[fol. 172] Q. And as a matter of fact, those are the unions that were engaged in interstate commerce or production of goods for interstate commerce that had the portal to portal trial under the Fair Labor Standards Act in the Federal Courts in this County, were they not?

A. Yes, sir.

Q. And which went to the Supreme Court of the United States?

A. That is right.

Q. In any of your work since the Bradford Act was enacted and went into effect, have you come in contact with officers and representatives of Mr. Brooks' Department?

A. I have.

Q. Have they met with employers and employees when they were endeavoring to negotiate contracts?

A. Yes, sir.

Q. And have they been there when there was a work stoppage and negotiations were going on or conferences going on between employers and employees?

A. Yes, sir.

Q. At these various meetings have you heard the representatives of the State Department of Labor inform the em-

A. I have.

Q. Has that happened on more than one occasion?

A. I can remember two such occasions.

Q. Have they also informed employers in your presence of the rights which the employers had under the Bradford Act?

A. Yes, sir.

Q. Have you heard any advice given by officers or representatives of that Department to employers in substance to the effect that they could not have a closed shop or union maintenance of membership agreement thereafter?

A. Yes, sir.

Mr. Harris: You can take him.

Mr. Lapsley: No questions.

The Court: You may come down, Mr. Porch.

Testimony of J. M. Farrish

J. M. FARRISH, a witness called by Complainants, being first duly sworn, testified as follows:

[fol. 173] Direct examination.

By Mr. Harris:

Q. What is your name?

A. J. M. Farrish.

Q. Do you work in the office of the Clerk of the Circuit Court of the 10th Judicial Circuit of Alabama, Criminal Division?

A. Yes, sir.

Q. As such do you have charge and control of the records of that office?

A. Well, I handle the records. Mrs. *Ellerds* is Chief Clerk; I am classified as Cost Accounting Clerk. It happened I did docket that particular case.

Q. I have in my hand the record in the case of State of Alabama versus Clem S. Walter, Junior, in which the complaint was filed in the Jefferson County Court of Misdemeanors, is that a part of the records—

Mr. Lapsley: We object to that—not his identification of the record; but I want to object to the introduction of the record.

Q. Is that part of the records in your office; all these papers?

A. Yes, sir.

Q. And is this complaint the complaint that came up with the record from the Jefferson County Court of Misdemeanors when the case was appealed from that Court to the Circuit Court?

A. Yes, that is the complete record. This is bond and complaint set forth as it appears in our permanent minutes.

Q. You are the person when the case was appealed from the Jefferson County Court of Misdemeanors, you are the person who docketed it in the Circuit Court records in the office of the Circuit Clerk, Criminal Court Division?

A. I was. I docketed it on this date.

Q. And that date was September 12, 1944?

A. It was.

Q. And you are the man who gave it a number on the records of the Court?

A. Yes, sir.

Q. Is that number 77112 or eighty-one thousand—

A. That is the Jefferson County Court of Misdemeanors number; our number is 81644, in the Criminal Division, the appeal number is 81644.

[fol. 174] Mr. Harris: If the Court please, we offer—of course, I can't take the paper out, and I will have to offer it by reading it.

Mr. Lapsley: We raise no point as to whether you offer the original or certified copy or offer it with the right to substitute a certified copy; but do object to the introduction of the record.

The Court: I overrule the objection; and I wonder if it would be all right to put a copy in the record?

Mr. Harris: That would be agreeable, wouldn't it?

Mr. Lapsley: I have no objection to the manner in which it is put in. We interpose *and* objection to the introduction, as being an unnecessary detail and being incompetent, irrelevant and immaterial evidence.

The Court: I overrule the objection.

Mr. Harris: Can we assume I have a certified copy in?

Mr. Lapsley: Oh, yes.

Mr. Harris:

Q. Will you tell them to make a certified copy of that?

A. Yes.

Mr. Harris: Will it be all right to file it later if they don't get it ready this morning, to get it in later?

The Court: Yes. It will have to be in before final submission.

Mr. Lapsley: We except to the ruling of the Court in admitting the record in evidence.

Mr. Harris: The conviction was for a violation of Section 8 of the Bradford Act.

A. We will have you a certified copy made.

Q. You can get it probably in the next hour, can't you?

A. Yes, sir.

The Court: Do you want to ask Mr. Farrish any questions?

Mr. Lapsley: No, sir.

COMPLAINANT'S EXHIBIT #10

Complaint

In the Jefferson County Court of Misdemeanors

THE STATE OF ALABAMA,
Jefferson County:

Personally appeared before the undersigned as Ex-Officio Judge of the Jefferson County Court of Misdemeanors, of Jefferson County, in and for said County, Clifford Jenkins, who being duly sworn, says that Clem S. Walter, Jr., whose name is otherwise unknown to affiant, within [fol. 175] twelve months before making this affidavit, in said County,

Count #1: Did unlawfully interfere with the exercise of the freedom of Clifford Jenkins to join or refrain from joining a labor organization by force, coercion, or intimidation, or by threats of force or coercion, or by intimidation of or injury to his family:

Count #2: Did interfere by force, coercion, or intimidation, with the freedom of Clifford Jenkins to join or refrain from joining a labor organization: to wit, Local #539, International Association of Bridge, Structural and Ornamental Iron Workers, by notifying him that he was sus-

pendent from his usual occupation and would not be allowed to resume work, unless he paid certain sums of money required as dues by said labor organization and had placed himself in good standing with said union, and by further notifying Clifford Jenkins that unless said sums of money were so paid to said labor organization placing him in good standing with said union, he would be permanently discharged at the end of thirty days thereafter:

Count #3: That Clem S. Walter, Jr., acting individually and in his capacity as superintendent of Ingalls Iron Works Company, a corporation, by whom said Clifford Jenkins was employed, did unlawfully interfere with the exercise of the freedom of the said Clifford Jenkins to join or refrain from joining a labor organization in that the said Clem S. Walter Jr., acting individually or in his capacity as superintendent for Ingalls Iron Works Company, a corporation, did on or about the 26th day of July, 1944, coerce, or attempt to coerce, the said Clifford Jenkins to maintain his membership in such labor organization by threatening to discharge the said Clifford Jenkins from employment with said corporation unless the said Clifford Jenkins within thirty (30) days from the time of such threat become a member in good standing of Local #539, International Association of Bridge, Structural and Ornamental Iron Workers, a labor organization, against the peace and dignity of the State of Alabama.

Clifford Jenkins,

Subscribed and sworn to before me this 28 day of July, 1944. J. G. Brooks, Ex-Officio Judge of the Jefferson County Court of Misdemeanors.

Warrant of Arrest

THE STATE OF ALABAMA,
Jefferson County:

[fol. 176] To Any Lawful Officer of said County, Greeting:

You are hereby commanded to arrest Clem S. Walter, Jr., and bring him before the Judge of the Jefferson County Court of Misdemeanors, at the present term of said Court, to answer the State of Alabama of a charge of interfering or coercing the freedom of another to join or refrain from

joining a labor union of his own choice, preferred by Clifford Jenkins.

Witness my hand this 28th day of July, 1944.

J. G. Brooks, Ex-Officio Judge of the Jefferson County, Court of Misdemeanors.

Witnesses for State:

Clifford Jenkins
D. W. Strickland
Ed E. Glazner

Residence:

Rte. #1, Birmingham
Ingalls Iron Works
Local #539 International
Iron Workers Union

The officer arresting, may admit the defendant to bail upon him entering into bond in the sum of \$200.00 with two good securities approved by said officer.

J. G. Brooks, Ex-Officio Judge, Jefferson County Court of Misdemeanors.

Defendant lives — Ingalls Iron Works.

8/9 Pass to Aug. 23 reissue sub. for State and Deft.
G. C. B. by T. C. P.

8/23 Pass to Sept. 2, G. C. B. by T. C. P.

9/2/44 Fined \$50.00 and cost. G. C. B. by T. C. P.

Notice of appeal given and bond is fixed at \$100.00.

Appeal bond approved, G. C. B. by T. C. P.

8/4 Pass to Aug. 9th, 1944.

Re-Issue-J. C. Bernard.

Executed by arresting the within named defendant and the said defendant made bond July 28th, 1944.

Holt A. McDowell, Sheriff. By R. E. Lindbergh,
Deputy Sheriff.

I, O. L. Andrews, Clerk of the Circuit Court of the Tenth Judicial Circuit, in and for said County and State, do hereby certify that the within and foregoing is a true, complete and correct copy of the Affidavit now on file in my [fol. 177] Office in a cause wherein the State of Alabama is plaintiff and Clem S. Walter, Jr., is defendant which cause is now pending for trial.

Witness my hand this the 26th day of Sept. 1944.

O. L. Andrews, (Seal) Clerk of Circuit Court.

Filed in office Sept. 11, 1944. O. L. Andrews, Clerk.

Filed in office September 26, 1944. G. H. Boyd, Register.

Testimony of Carey E. Haigler, Recalled:

CAREY E. HAIGLER, a Witness for Complainants, Recalled,
testified as follows:

Direct examination.

By Mr. Harris:

Q. Mr. Haigler, in your work in Alabama in different capacities for the C. I. O. and the Alabama Industrial Union Council, have you had occasion to see the nature of the various businesses engaged in by employers of your affiliated unions, unions affiliated with C. I. O.?

A. I have.

Q. Will you state whether or not for the most part those employers received products from outside of the State of Alabama and shipped their products to points outside of the State of Alabama?

[fol. 178] A. They do.

Q. Now, have you in your work with the unions found that the various international unions printed newspapers?

A. They do.

Q. How many of the different unions here print and publish newspapers, could state?

A. Do you refer to the Complainants' unions?

Q. Yes.

A. All of them do.

Q. All of the Complainant unions?

A. Yes, sir.

Q. And would you say all of the Complainant unions are employed by employers who receive goods from outside of and ship goods outside of the State of Alabama?

A. They are.

Q. Now, of these Complainant unions, have you found that in the organization of the unions and in the maintenance of the unions it has been necessary to engage officers and to hire and retain employees?

A. It has been.

Q. And to print circulars and other publications?

A. Yes, sir.

Q. And to maintain records and to contribute to and establish and maintain funds and accounts?

[fol. 179] A. Very necessary.

Q. In your work since the Bradford Act was passed and became effective, have you instructed your men and has it been the policy of the C. I. O. and of the unions affiliated therewith, the Complainant unions in this case, to insist on the exercise of the rights given them by Federal laws, notwithstanding they conflict with the provisions of the Bradford Act?

Mr. Lapsley: We object to that question, if your Honor please, as calling for the conclusion of the witness; and it calls for incompetent, irrelevant and immaterial evidence.

The Court Sustained.

Mr. Lapsley: And calls for—the principal objection is it calls for a conclusion of law; the witness is not shown to be qualified as an expert, and that his testimony in that respect is therefore highly prejudicial and incompetent.

Q. Has the C. I. O. and the affiliated unions that are Complainants in the present case adopted the policy and indicated that policy to its constituent members in Alabama that if the exercise of the rights conferred by Federal laws conflict with the Bradford Act, that the members shall insist on their Federal rights and govern themselves in accordance therewith, notwithstanding those rights, the exercise of those rights violate the provisions of the Bradford Act?

Mr. Lapsley: We object to that question.

The Court: Sustained.

Mr. Lapsley: On the same grounds assigned to the previous question, separately and severally, and on the further grounds it assumes there is a conflict in the law of the Federal Act and the State Act, which is a question of law submitted to the Court, and on which this witness is not competent to testify, nor is a conclusion or assumption by his organization that such is the state of the law competent to be introduced in evidence in this case.

The Court: Sustained.

Mr. Harris: We except. We offer to show by the witness, if the Court please, that the C. I. O. and its affiliated [fol. 180] unions, Complainants in this cause, have adopted the policy of, insisting upon obtaining closed shop agreements, maintenance of membership agreements, the right to refuse to work on non-union made goods, the rights of free speech and assemblage given by the Constitution of

the United States, and also to exercise the free press in printing leaflets, pamphlets and newspapers, and to continue to do it, notwithstanding any of those activities involve a violation of the Bradford Act.

The Court: Of course, whether they insist or not, or whether they don't, it is a right, and if the Bradford Act is violative of some constitutional right, that is the issue we are trying. I make that explanation in sustaining the objection.

Mr. Harris: We except.

Mr. Harris: And we offer to show by this witness that the affiliated unions named in the complaint of the C. I. O. have adopted the policy of exercising all the rights of collective bargaining conferred by the National Labor Relations Acts and other Acts of Congress, notwithstanding the exercise of those rights interfere with the Bradford Act; that they have adopted the policy and intend to exercise the right to persuade employees to join labor organizations and to use all the methods permissible under the Acts of Congress to persuade such employees to join the unions complainant in this cause; and that they have adopted the policy and intend to persuade supervisory employees and executive, administrative and professional employees to become members of the unions complainant in this cause, notwithstanding the provisions of the Bradford Act.

The Court: I will say that if that question were asked and objected to, I would sustain the objection.

Mr. Harris: I have offered to show; I will have to ask it.

Mr. Lapsley: I think all that has been shown in detail by witness after witness, what they were doing, collective bargaining, and the unions taking in supervisory employees, that is their policy, and they have been appointed bargaining agent and were selected bargaining agent or to act as bargaining agent.

The Court: Is it all right to assume the question has been asked and objected to and the objection sustained?

[fol. 181] Mr. Lapsley: Yes, sir, it is all right; I am agreeable to that.

Mr. Harris: I think I have to ask the question to save the record.

Mr. Harris:

Q. Will you state whether or not the complainant unions in this cause have adopted the policy and are acting in accordance with the policy of persuading men to join the one or the other of such unions, notwithstanding such persuasion violates Section 8 of the Bradiord Act?

Mr. Lapsley: We object to that on the ground that Section 8 of the Act contains no provision against peaceful persuasion to either join or not join a union; it calls for a conclusion of law; assumes that a peaceful act is prohibited by the Section, as the Section expressly provides that the act which is prohibited must involve the use of force, coercion or intimidation, have an unlawful purpose to interfere with a right.

The Court: Sustained.

Mr. Lapsley: Calls for a conclusion of law.

Q. I ask you, Mr. Haigler, whether or not the complainant unions and the C. I. O. have adopted the policy and have been practicing in accordance with that policy the principle of receiving as members executive, administrative, professional and supervisory employees, notwithstanding the constitution and by-laws of such unions have permitted employees other than those in executive, administrative, professional and supervisory capacities to become members of the union?

A. They have.

Mr. Lapsley: We have no objection to that. It is mere repetition, if Your Honor please; it has been shown they do so.

The Court: Do you have any questions, Mr. Lapsley?

Mr. Lapsley: No questions.

Mr. Harris: If the Court please, I had my secretary recopy the bill. There was an amendment I suggested yesterday. I want to file that amendment which merely makes a correct copy of the Bradford Bill an exhibit.

Mr. Lapsley: No objection.

The Court: Are there any other pleadings to be modified in any way?

Mr. Lapsley: Only this point, if your Honor please, my associate, Mr. Simpson, suggested, and I agree with him, that he would like to renew our motion at the close of the

testimony in this case, the motion to dismiss the proceed-
[fol. 182] ing on the ground that the judgment sought for
to declare the validity or invalidity of the various provisions
of this Act has already been rendered by this Court in
another case and which judgment has been submitted to the
Supreme Court and the Supreme Court has, with some
revisions, affirmed the judgment of this Court; and also
that the Supreme Court has passed on the question of en-
joining the operation of the Bradford Act, and has denied
an injunction, or affirmed a judgment which had that effect;
so in addition to renewing our written motion, we also wish
to have the privilege of incorporating the motion at the
conclusion of or adding the motion to our answer in this
case. If there is any question as to procedure, whether to
incorporate the motion separately or as part of the answer,
which might be raised we would like to consider the mo-
tion added to and be considered as part of the answer
of the defendants.

The Court: I overrule your motion to dismiss; and as to
the manner in which you frame your pleadings, I will give
you the privilege of making that decision yourself and doing
it before submission is taken, that is, whether or not you
want to amend your answer or whether you want to leave
it like it is.

Mr. Lapsley: I would like to amend the answer by adding
at the conclusion of the answer a copy. If Mr. Harris
has no objection to considering it done, I will write out a
separate amendment to the answer and add the motion,
which is in words and figures the same as the separate
motion, and leave the separate motion on file also. We
except to the ruling of the Court.

Mr. Harris: It is my understanding, and may I inquire
of the Court if I am correct in my understanding, that
under the rulings of the Chancery Court it isn't necessary
to make a motion to strike parts of answers, that the Re-
spondent takes no advantage by proof of any immaterial
or irrelevant matters.

Mr. Harris: When are you going to file your amendment?

Mr. Lapsley: I thought if it was all right, we would con-
sider it filed. I can do it in a few minutes; there are no
changes in it.

Mr. Harris: We are through with the evidence.

[fol. 183] Reporter's Certificate to foregoing testimony omitted in printing.

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

MINUTE ENTRY OF SUBMISSION—September 26, 1944

On this the 26th day of September, 1944, it is ordered by the Court that this cause be submitted for a final decree.

IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT OF ALABAMA

NOTE OF TESTIMONY—Filed Sept. 26, 1944

This cause was submitted in behalf of Complainant upon bill of complaint as amended, and exhibits thereto and testimony of Messrs. John Brophy, Carey E. Haigler, Herbert S. Williams, W. Emmett Brooks, R. M. Poarch and J. M. Farish and Exhibits thereto being exhibits 1 to 10 both inclusive, said testimony being taken in open Court and together with the said exhibits transcribed by the official Court reporter and in behalf of respondent upon the answer of the respondents to said bill of complaint, as amended, and amendments to said answer, being Amendments designated as Amendments Nos. 1 and 2, together constituting respondents' answer as amended; and motion in writing filed by respondents to dismiss said bill, as amended.

Crampton Harris, Solicitor for Complainants. Wm. N. McQueen, Acting Attorney General; Lange Simpson, Brantley & Robinson, Solicitors for Respondents. G. H. Boyd, Register.

[fol. 184] IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT
OF ALABAMA

FINAL DECREE—Filed Oct. 11, 1944

This Cause Coming on to be heard is submitted for final decree upon pleadings and proof as noted.

Complainants make a general attack upon an Act of the Legislature approved June 29, 1943, commonly known

as the Bradford Act. The bill seeks to have the Act as a whole, together with its separate and several sections declared invalid. It also seeks an injunction to prevent the enforcement of the Act.

Respondents filed a motion to dismiss the Cause based upon an allegation that the American Federation of Labor had already secured a decision from Our Supreme Court in a similar attack. This motion was overruled and exceptions duly taken.

Considerable testimony was taken showing activities of complainants in the course of their respective operations. In Alabama State Federation of Labor, et al., vs. McAdory, et al., it appears that the same general attack was made there as in this case. This Court does not know the scope of the testimony there presented but must assume it was sufficient to adequately and fairly present the questions passed upon by the Court. And while this Court has serious doubts about the constitutionality of certain sections in the Act held valid and is strongly of the view that it violates Section 45 of the Constitution of Alabama, the majority opinion of the Supreme Court in the Alabama State Federation of Labor case is precedent that must be followed here.

It is therefore, ordered, adjudged, and declared by the Court as follows:

1. That the Act as a whole be and is hereby declared constitutional and valid.

2. That Sections 12 and 17 of said Act are hereby declared unconstitutional and invalid.

3. That so much of Section 13 as prevents a strike except by a vote of a majority of the employees in a business, plant or in a unit of such plant expressed in a secret written ballot, is hereby declared unconstitutional and invalid.

4. That so much of the provisions of Section 14 intended to make more effective that part of Section 13 as to unlawful strikes, is hereby declared unconstitutional and invalid.

5. The evidence discloses no effort on the part of respondents to enforce the provision of the Act heretofore [fols. 185-186] declared invalid and the injunctive relief is therefore denied.

Court costs accrued in this cause are hereby taxed against complainants for which let execution issue.

Done and Ordered this the 11th day of October, 1944.

E. M. Creel, Circuit Judge, In Equity Sitting.

Security for costs on appeal approved and filed Oct. 27, 1944, omitted in printing.

[fol. 187] Citations in usual form showing service on Robert E. McAdory et al., omitted in printing.

[fol. 188] IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT
OF ALABAMA

[Title omitted]

MOTION RE: EXHIBITS—Filed November 1, 1944

Comes now the parties in the above styled cause and shows unto the Court as follows:

1st. That a Final Decree was rendered by this Court on the 11th day of October, 1944, and the Complainants, Congress of Industrial Organizations, et al., have filed a Security for Costs of Appeal to the Supreme Court of Alabama.

2nd. There was introduced in evidence when the testimony was taken certain Exhibits, said certain Exhibits being described as follows:

Complainants' Exhibit Number One is a small book entitled: "Constitution of International Union, United Steel Workers of America, CIO." "USA", Adopted at Cleveland, Ohio, May 22, 1942, Said book comprises seventy-eight pages.

Complainants' Exhibit Number Two is a small book entitled: "Constitution of Congress of Industrial Organizations," "CIO", "1942". Said book comprises twenty-three pages.

Complainants' Exhibit Number Three is a small book entitled: "Agreement Between Tennessee Coal, Iron and [fol. 189] Railroad Company, and the United Steelworkers of America," "Steel Manufacturing and By-Products Coke Plants,"—published September 1, 1942, Birmingham, Ala-

bama, said book comprises forty-seven pages and one page containing the index.

Complainants' Exhibit Number Four is a small book entitled: "Agreement between Tennessee Coal, Iron and Railroad Company", and the "United Steelworkers of America," ("Local Union No. 2210")—Salaried Employees: This book pertains to the Manufacturing Division, Ore Mines and Quarries Division, Coal Mines Division, Rail Transportation Department, published June 4, 1943, Birmingham, Alabama, and comprises forty-nine pages. The book is prefaced and followed by a complete index.

Complainant's Exhibit Number Eight is a small book entitled: "Constitution of Congress of Industrial Organization," "CIO", "1943". This book comprises twenty-three pages.

Complainants' Exhibit Number Nine is a small book entitled: "Constitution of International Union," "United Steelworkers of America," "CIO", "Manual," "Trial, Discipline and Expulsion of members," "USA", Adopted at Cleveland, Ohio, May 13, 1944. This book comprises ninety pages.

Upon the investigation of the hereinabove described Exhibits it has been found that the character of same makes it impractical to transcribe them into the Supreme Court record; and in order for the Supreme Court Judges to inspect the original Exhibits personally it is necessary that these original Exhibits be sent down in a supplemental Record.

Wherefore, the Premises considered, the parties hereto pray that this Court order the Register to send the Exhibits hereinabove referred to with the proper certificate attached to the Clerk of the Supreme Court and that same be considered a part of the original record.

Witness my hand, this the 1st day of November, 1944.

Crampton Harris, Solicitor for Complainants. Wm. N. McQueen, Attorney General; Lange, Simpson, Brantley & Robinson, Solicitors for Respondent, Robert E. McAdory, as County Solicitor, etc., Wm. N. McQueen, Attorney General; Lange, Simpson, Brantley & Robinson, Solicitors for Holt McDowell, Sheriff of Jefferson County. Evans Dunn, Solicitor for Respondents.

[fols. 190-191] IN THE CIRCUIT COURT, TENTH JUDICIAL
CIRCUIT OF ALABAMA

DECREE ON MOTION RE EXHIBITS—Filed November 3, 1944

The motion of the Complainants and Respondents in the above styled cause to have certain exhibits that were introduced in evidence transmitted to the Clerk of the Supreme Court for the inspection of same by the Judges of the said Supreme Court coming on to be heard, and the same having been considered and understood by the Court,

It is ordered, adjudged and decreed by the Court that the Register of this Court compile into a Supplemental Record the six Exhibits described in the Motion and send said Supplemental Record to the Clerk of the Supreme Court in order that the original form and character of the Exhibits may be personally inspected by the Judges of the Supreme Court.

Done and ordered, this the 3rd day of November, 1944.

E. M. Creel, Circuit Judge, In Equity Sitting.

Citations in usual form showing service on Robert E. McAdory et al., omitted in printing.

[fol. 192] IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT
OF ALABAMA, IN EQUITY

CERTIFICATE OF THE REGISTER AS TO APPEAL AND RECORD

I, G. H. Boyd, Register of the Circuit Court, Tenth Judicial Circuit of Alabama, In Equity, do hereby certify that the Complainants, Congress of Industrial Organizations, an unincorporated Association, et al., in a cause pending in said Court, wherein Congress of Industrial Organizations, an unincorporated association, et al., are the Complainants, and Robert E. McAdory, as Solicitor of Jefferson County, Alabama, and Holt McDowell, as Sheriff of Jefferson County, Alabama; Respondents, have taken an appeal from the Decree of said Court rendered on the 11th day of October, 1944, to the Supreme Court of Alabama.

And I do further certify that said appeal was taken on the 27th day of October, 1944, and is returnable to the present term of said Supreme Court.

And I do further certify that the foregoing pages numbered from one (1), to one hundred ninety-one (191) both inclusive, contains a true, complete and correct transcript of the entire record and proceedings and all evidence and Exhibits in said cause, and a copy of the Security for costs of appeal.

Witness my hand, this the 18th day of December, 1944.

G. H. Boyd, Register.

[fol. 193] IN THE CIRCUIT COURT, TENTH JUDICIAL CIRCUIT
OF ALABAMA, IN EQUITY

CERTIFICATE OF APPEAL—October 28, 1944

I, G. H. Boyd, Register of the Circuit Court, Tenth Judicial Circuit of Alabama, In Equity, hereby certify that in the cause of Congress of Industrial Organizations, et al., Complainants, vs. Robert E. McAdory, as Solicitor, et al., Respondents, which was tried and determined in this Court on the 11th day of October, 1944, an appeal was taken by the Complainants, Congress of Industrial Organizations, et al., from the Decree which is in words and figures as follows:

"Final Decree

"This cause coming on to be heard is submitted for final decree upon pleadings and proof as noted.

"Complainants make a general attack upon an Act of the Legislature approved June 29, 1943, commonly known as the Bradford Act. The bill seeks to have the Act as a whole, together with its separate and several sections declared invalid. It also seeks an injunction to prevent the enforcement of the Act.

"Respondents filed a motion to dismiss the cause based upon an allegation that the American Federation of Labor had already secured a decision from our Supreme Court in a similar attack. This motion was overruled and exceptions duly taken.

"Considerable testimony was taken showing activities of complainants in the course of their respective operations. In Alabama State Federation of Labor, et al., vs. McAdory, et al., it appears that the same general attack was made there as in this case. This Court does not know

the scope of the testimony there presented but must assume it was sufficient to adequately and fairly present the questions passed upon by the Court. And while this Court has serious doubts about the constitutionality of certain sections in the Act held valid and is strongly of the view that it violates Section 45 of the Constitution of Alabama, the majority opinion of the Supreme Court in the Alabama [fol. 194] State Federation of Labor case is precedent that must be followed here.

"It is therefore ordered, adjudged and decreed and declared by the Court as follows:

"1. That the Act as a whole be and is hereby declared constitutional and valid.

"2. That Sections 12 and 17 of said Act are hereby declared unconstitutional and invalid.

"3. That so much of Section 13 as prevents a strike except by a vote of a majority of the employees in a business, plant, or in a unit of such plant expressed in a secret written ballot, is hereby declared unconstitutional and invalid.

"4. That so much of the provisions of Section 14 intended to make more effective that part of Section 13 as to unlawful strikes, is hereby declared unconstitutional and invalid.

"5. The evidence discloses no effort on the part of respondents to enforce the provision of the Act heretofore declared invalid and the injunctive relief is therefore denied.

"Court costs accrued in this cause are hereby taxed against complainants for which let execution issue.

"Done and ordered, this the 11th day of October, 1944.

E. M. Creel, Circuit Judge, In Equity Sitting,"

therein rendered to the Supreme Court of Alabama, to be holden of, and for said State, and has given a Security for Costs of appeal with Congress of Industrial Organizations by Crampton Harris, (L. S.), Phillip Murray, By Crampton Harris, (L. S.), Local Union No. 1015 of the United Steel Workers of America, an unincorporated Association, By Crampton Harris, (L. S.), Hoyt Brant, By Crampton Harris, (L. S.), Hoyt Brant, as President of Local Union

No. 1015 of the United Steel Workers of America, By Crampton Harris, (L. S.); Local Union No. 2971 of the United Steel Workers of America, an unincorporated Anns. By Crampton Harris, (L. S.); William Nathan, By [fol. 195] Crampton Harris, (L. S.); William Nathan, as President of Local Union No. 2971 of the United Steel Workers of America, By Crampton Harris, (L. S.); Local Union No. 2382 of the United Steel Workers of America, an unincorporated Association, By Crampton Harris, (L. S.); R. C. Scruggs, By Crampton Harris, (L. S.); R. C. Scruggs, as President of Local Union No. 2382 of the United Steel Workers of America, By Crampton Harris, (L. S.); Phillip Murray, as President of Congress of Industrial Organizations, By Crampton Harris, (L. S.); Alabama State Industrial Union Council, an unincorporated Association, By Carey Haigler, (L. S.); Carey Haigler, (L. S.); United Steel Workers of America, an unincorporated association, By Crampton Harris, (L. S.); David McDonald, By Crampton Harris, (L. S.); David McDonald, as Secretary-Treasurer of United Steel Workers of America, By Crampton Harris, (L. S.); International Union of Mine, Mill & Smelter Workers, an unincorporated association, By Crampton Harris, (L. S.); Reid Robinson, By Crampton Harris, (L. S.); Reid Robinson, as President of International Union of Mine, Mill & Smelter Workers, By Crampton Harris, (L. S.); Textile Workers Union of America, an unincorporated association, By Crampton Harris, (L. S.); Emil Rieve, By Crampton Harris, (L. S.); Emil Rieve, as President of Textile Workers Union of America, By Crampton Harris, (L. S.); and National Surety Corporation, By T. A. White, Attorney-in-fact, (Seal), as sureties on said Security for Costs, and that said Security for Costs has been duly approved.

I further certify that notice of said appeal was duly issued and served on the appellees on the 28th day of October, 1944.

Witness my hand and official seal, this the 28th day of October, 1944.

G. H. Boyd, Register. (Seal.)

[fol. 196] IN THE SUPREME COURT OF ALABAMA, SIXTH
DIVISION

CONGRESS OF INDUSTRIAL ORGANIZATIONS, an Unincorporated Association; Philip Murray, Individually and as President of Said Congress of Industrial Organizations; Alabama State Industrial Union Council, an Unincorporated Association; Carey Haigler, Individually and as Secretary of Said Alabama State Industrial Union Council; United Steel Workers of America, an Unincorporated Association; David McDonald, Individually and as Secretary-Treasurer of Said United Steel Workers of America; International Union of Mine, Mill & Smelter Workers, an Unincorporated Association; Reid Robinson, Individually and as President of Said International Union of Mine, Mill & Smelter Workers; Textile Workers Union of America, an Unincorporated Association; Emil Rieve, Individually and as President of Said Textile Workers Union of America; Local Union No. 1015 of the United Steel Workers of America, an Unincorporated Association; Hoyt Brant, Individually and as President of Said Local Union No. 1015; Local Union No. 2971, of the United Steel Workers of America, an Unincorporated Association; William Nathan, Individually and as President of Said Local Union No. 2971; Local Union No. 2382 of the United Steel Workers of America, an Unincorporated Association; R. C. Scruggs, Individually and as President of Said Local Union No. 2382, Appellants (Complainants),

vs.

ROBERT E. McADORY, as Solicitor of Jefferson County, Alabama; and Holt McDowell, as Sheriff of Jefferson County, Alabama, Appellees, (Respondents)

ASSIGNMENTS OF ERROR

Now come Congress of Industrial Organizations, an Unincorporated Association; Philip Murray, Individually and as President of said Congress of Industrial Organizations; Alabama State Industrial Union Council, an Unincorporated Association; Carey Haigler, Individually and as Secretary of said Alabama State Industrial Union Council; United Steel Workers of America, an Unincorporated Association; David McDonald, Individually and as Secre-

tary-Treasurer of said United Steel Workers of America; International Union of Mine, Mill & Smelter Workers, and Unincorporated Association; Reid Robinson, individually and as President of said International Union of Mine, Mill & Smelter Workers; Textile Workers Union of America, an Unincorporated Association; Emil Rieve, Individually and as President of said Textile Workers Union of America; Local Union No. 1015 of the United Steel Workers of America, an Unincorporated Association; Hoyt Brant, Individually and as President of said Local [fol. 197] Union No. 1015; Local Union No. 2971 of the United Steel Workers of America, an Unincorporated Association; William Nathan, Individually and as President of said Local Union No. 2971; Local Union No. 2382 of the United Steel Workers of America, an Unincorporated Association; R. C. Scruggs, Individually and as President of said Local Union No. 2382 and jointly and also separately and severally assign as separate and several errors upon the record the following:

Assignment of Error No. I

The Court committed error in its decree of October 11, 1944, as to that part of said decree which reads as follows: "It is therefore Ordered, Adjudged, decreed and declared by the Court as follows:

1. That the Act as a whole be and is hereby declared constitutional and valid." (Ts. page 184 lines 23-26)

Assignment of Error No. II

The Court committed error in that part of its decree which reads as follows: "It is therefore, Ordered, Adjudged, Decreed and declared by the Court as follows:

5. The evidence discloses no effort on the part of respondent to enforce the provision of the Act heretofore declared invalid and the injunctive relief is therefore denied."

(Ts page 184 lines 23 & 24, 27-30 incl.)

Assignment of Error No. III

The Court erred in failing and refusing to adjudge and decree that Section 7 of the Act of the Legislature approved

June 29, 1943, commonly known as the Bradford Act, was unconstitutional and void.

(Ts. pages 184 and 185).

Assignment of Error No. IV

The Court erred in failing and refusing to adjudge and decree that Section 8 of the Act of the Legislature approved June 29, 1943, commonly known as the Bradford Act, was unconstitutional and void.

(Ts. pages 184 and 185).

Assignment of Error No. V

The Court erred in failing and refusing to adjudge and decree that Section 9 of the Act of the Legislature approved June 29, 1943, commonly known as the Bradford Act, was unconstitutional and void.

(Ts. pages 184 and 185)

[fol. 198] Assignment of Error No. VI

The Court erred in failing and refusing to adjudge and decree that Section 10 of the Act of the Legislature approved June 29, 1943, commonly known as the Bradford Act, was unconstitutional and void.

Assignment of Error No. VII

The Court erred in failing and refusing to adjudge and decree that Section 11 of the Act of the Legislature approved June 29, 1943, commonly known as the Bradford Act, was unconstitutional and void.

(Ts. pages 184 and 185.)

Assignment of Error No. VIII

The Court erred in failing to order and adjudge in said decree that the whole of Section 13 of the Act of the Legislature approved June 29, 1943, commonly known as the Bradford Act, was unconstitutional and void. (Ts. pages 184 and 185.)

Assignment of Error No. IX

The Court erred in failing to order and adjudge in said decree that the whole of Section 14 of the Act of the Legis-

lature approved June 29, 1943, commonly known as the Bradford Act, was unconstitutional and void. (Ts. page 18 lines 33-35:)

Assignment of Error No. X

The Court erred in failing and refusing to adjudge and decree that Section 15 of the Act of the Legislature approved June 29, 1943, commonly known as the Bradford Act, was unconstitutional and void.

(Ts. pages 184 and 185.)

Assignment of Error No. XI

The Court erred in failing and refusing to adjudge and decree that Section 16 of the Act of the Legislature approved June 29, 1943, commonly known as the Bradford Act, was unconstitutional and void.

(Ts. pages 184 and 185.)

Assignment of Error XH

The Court erred in failing to order and adjudge in said decree of October 11, 1944 that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for the reason that it violated Article IV, Section 45 of the Constitutional of the State of Alabama. (Ts. pages 184 and 185.)

[fol. 199]

Assignment of Error No. XHI

The Court erred in failing to order and adjudge in said decree of October 11, 1944 that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for the reason that it violated the Fourth Amendment to the Constitution of the United States. (Ts. pages 184 and 185.)

Assignment of Error No. XIV

The Court erred in failing to order and adjudge that the Bradford Act was unconstitutional and void for that it violated Article I, Section 8 of the Constitution of the United States (Ts. pages 184 and 185.)

Assignment of Error No. XV

The Court erred in failing to order and adjudge in said decree of October 11, 1944 that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for the reason that it violated Article I, Section 10 of the Constitution of the United States. (Ts. pages 184 and 185.)

Assignment of Error No. XVI

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for the reason that it violated Article VI, of the Constitution of the United States. (Ts. pages 184 and 185.)

Assignment of Error No. XVII

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for the reason that it violated Amendment I to the Constitution of the United States. (Ts. pages 184 and 185.)

Assignment of Error No. XVIII

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for the reason that it violated Section 1 of the Fourteenth Amendment to the Constitution of the United States. (Ts. pages 184 and 185.)

Assignment of Error No. XIX

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for the reason that it violated Amendment Nine to the Constitution of the United States (Ts. pages 184 and 185.)

[fol. 200]

Assignment of Error No. XX

The court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void

for the reason that it violated Amendment Thirteen of the Constitution of the United States.

Assignment of Error No. XXI

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for the reason that it violated Amendment Fourteen, Section 1 of the Constitution of the United States.

(Ts. pages 184 and 185.)

Assignment of Error No. XXII

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for that it violated Article I, Section 1 of the Constitution of the State of Alabama. (Ts. pages 184 and 185.)

Assignment of Error No. XXIII

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for that it violated Article I, Section 2 of the Constitution of the State of Alabama.

(Ts. pages 184 and 185.)

Assignment of Error No. XXIV

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for that it violated Article I, Section 4 of the Constitution of the State of Alabama. (Ts. pages 184 and 185.)

Assignment of Error No. XXV

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for that it violated Article I, Section 5 of the Constitution of the State of Alabama. (Ts. pages 184 and 185.)

Assignment of Error No. XXVI

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional [fol. 201] and void for that it violated Article I, Section 6 of the Constitution of the State of Alabama. (Ts. pages 184 and 185.)

Assignment of Error No. XXVII

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for that it violated Article I, Section 7 of the Constitution of the State of Alabama. (Ts. pages 184 and 185.)

Assignment of Error No. XXVIII

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for that it violated Article I, Section 15 of the Constitution of the State of Alabama. (Ts. pages 184 and 185.)

Assignment of Error No. XXIX

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for that it violated Article I, Section 22 of the Constitution of the State of Alabama. (Ts. pages 184 and 185.)

Assignment of Error No. XXX

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for that it violated Article I, Section 25 of the Constitution of the State of Alabama. (Ts. pages 184 and 185.)

Assignment of Error No. XXXI

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and

void for that it violated Article I, Section 32 of the Constitution of the State of Alabama. (Ts. pages 184 and 185.)

Assignment of Error XXXII

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for that it violated Article I, Section 36 of the Constitution of the State of Alabama. (Ts. pages 184 and 185.)

Assignment of Error XXXIII

The Court erred in failing to order and adjudge that the Act of the Legislature approved June 29, 1943 and commonly known as the Bradford Act, was unconstitutional and void for that it violated Article IV, Section 45 of the Constitution of the State of Alabama. (Ts. pages 184 and 185.)

Assignment of Error No. XXXIV

The Court erred in failing to grant an injunction enjoining the enforcement of the provisions of the Act approved June 29, 1943 and commonly known as the Bradford Act. (Ts. pages 184 and 185.)

Respectfully assigned, Crampton Harris, Attorney for Appellants.

I hereby certify that I have served a copy of the foregoing Assignments of Error on Messrs. Lange, Simpson, Brantley and Robinson, attorneys for appellees; on Hon. William N. McQueen, Attorney General of the State of Alabama; Hon. Evans Dumi, attorney for Holt McDowell, as Sheriff of Jefferson County, Alabama; and on Mr. D. S. Satterwhite, attorney for Robert E. McAdory, as Solicitor of Jefferson County, Alabama; on this 13th day of November, 1944.

Crampton Harris, Attorney for Appellants.

[fol. 203] IN THE SUPREME COURT OF ALABAMA

[Title omitted]

CROSS ASSIGNMENTS OF ERROR

Come the appellees and say that there was manifest error in the trial of this cause in the Court below, as shown by the record in said cause, and assign as cross assignments of error, separately and severally the following:

1. The Court below erred in overruling Appellee's Motion to Dismiss said cause (See Motion, Transcript Pages 53, 54; Decree, Transcript, Pages 184, 185.)
2. The Court below erred in rendering a declaratory judgment or decree in said cause (Transcript, Pages 184, 185).

William N. McQueen, Acting Attorney General.
John E. Adams, James E. Simpson, John W. Lapsley, Evans Dunn, David S. Satterwhite, Attorneys
for Appellees.

[fols. 204-205] [File endorsement omitted]

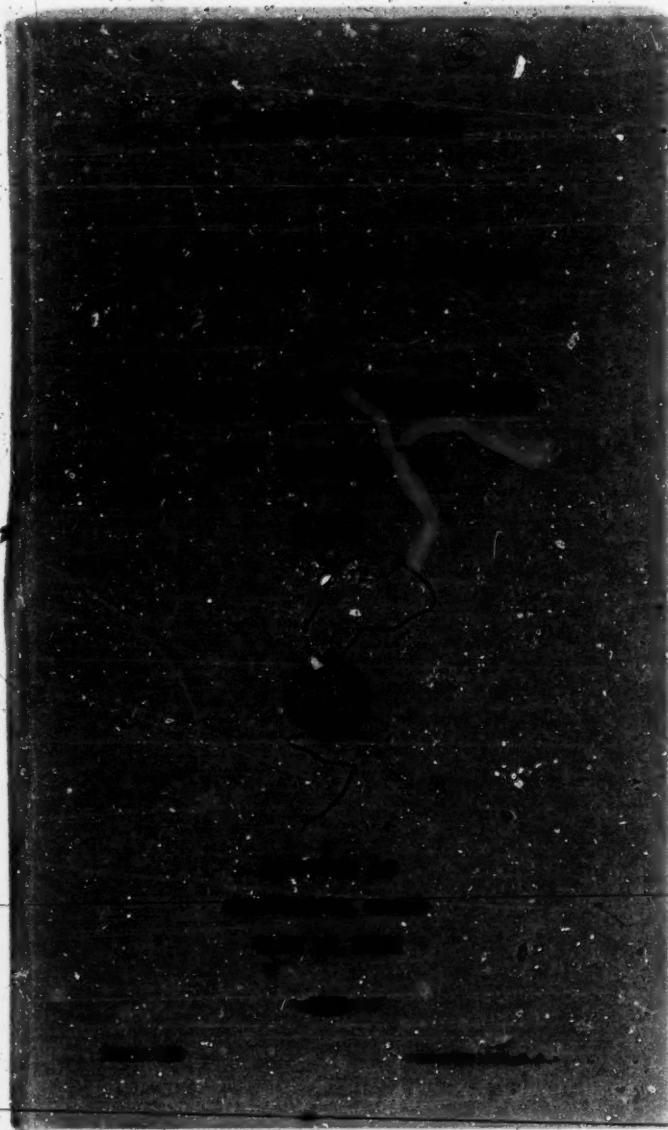
IN SUPREME COURT OF ALABAMA

SUPPLEMENTAL RECORD CONTAINING ORIGINAL EXHIBITS—
Filed November 14, 1944

[Title omitted]

[Tol. 206]

COMPLAINANTS' EXHIBIT No. 1



Constitution
of
International Union
UNITED STEELWORKERS
OF AMERICA
CIO



ADOPTED AT
CLEVELAND, OHIO
MAY 22, 1942



ARTICLE I

Name and Affiliation

This Organization shall be known as the United Steelworkers of America, hereinafter also referred to as the International Union.

The International Union shall be affiliated with the Congress of Industrial Organizations.

ARTICLE II

Objects

First. To unite in this industrial union, regardless of race, creed, color or nationality, all workers and workmen and working women eligible for membership, employed in and around iron and steel manufacturing, processing and fabricating mills and factories in the United States and Canada.

Second. To establish through collective bargaining adequate wage standards, shorter hours of work and improvements in the conditions of employment for the workers in the industry.

Third. To secure legislation safeguarding the economic security and social welfare of the workers in the industry, to protect and extend our democratic institutions and civil rights and liberties and thus to perpetuate the cherished traditions of our democracy.

ARTICLE III

Eligibility of Members

All working men and working women, regardless of race, creed, color or nationality, employed in and around iron and steel manufacturing, processing and fabricating mills and factories, or in any other place now under the jurisdiction of the International Union, in the United States and Canada or officers, staff representatives or employes of the International Union or of the Steel Workers Organizing Committee, are eligible to membership.

No person having the power, in the management of any mill or factory, to hire or fire shall be eligible for membership.

Persons having supervisory power,

excluding the right to hire and fire, shall be eligible to membership subject to the approval of the Local Union and the International Executive Board.

ARTICLE IV

International Officers, International Tellers, International Executive Board and Delegates to the Conventions of the Congress of Industrial Organizations

Section 1. The International Officers of the International Union shall be the International President, the International Secretary - Treasurer and two Assistants to the International President. There shall be one District Director for each District, three International Tellers, and a National Director for Canada.

Sec. 2. The term of office of the International Officers, International Executive Board members, International Tellers and Delegates to the Convention of the Congress of Industrial Organizations shall be two years, except that the International Officers and Ex-

Executive Board members elected in May, 1942, at the Convention, shall hold office until May 31, 1945, and the terms of the office of the International Tellers and Delegates to the Convention of the Congress of Industrial Organizations until May, 1945, shall be determined by the International Executive Board.

Sec. 3. No member shall be eligible for nomination or election to an International office unless he (a) shall be in good standing, (b) is a citizen of the United States or Canada or has legally declared his intention of becoming a citizen of the United States or Canada, and (c) has worked for three years in a mill or plant, or any other place within the jurisdiction of the International Union, or is one of the International Officers or staff representatives of the International Union, or is, at the time of the May, 1942, Convention, an officer or staff representative of the Steel Workers Organizing Committee.

Except in the case of International Officers, there shall be not more than one delegate to the conventions of the Congress of Industrial Organizations

from a single District of the International Union.

Sec. 4. No member shall hold two or more salaried International Offices at the same time.

International President

Sec. 5. The International President shall attend and preside at all International Conventions and at all sessions of the International Executive Board. He shall convene regular and special meetings of the International Executive Board whenever necessary, or when requested by a majority of the members of the International Executive Board.

Sec. 6. The President shall interpret the meaning of the Constitution and his interpretation shall be subject to review by the International Executive Board. Between sessions of the International Executive Board he shall have full power to direct the affairs of the International Union subject to the approval of the Executive Board. He may, in person, or designate an International Officer or a staff representative

to, visit or inspect the office of any Local Union or District.

Sec. 7. The International President shall have the authority to appoint, direct, suspend, or remove, such organizers, representatives, agents and employes as he may deem necessary. He shall fix their compensation subject to the approval of the International Executive Board.

Sec. 8. The International President shall appoint, prior to the opening date of the International Convention, and subject to the approval of the International Convention, such committees as are necessary to conduct the affairs of the International Convention. Such committees shall meet before the opening date of the International Convention and shall proceed to consider all resolutions, appeals, reports and constitutional amendments submitted to the International Convention.

Sec. 9. The International President and the International Secretary-Treasurer shall make a full joint report of the administration of their offices and

of the affairs of the International Union to the International Convention.

Sec. 10. The International President shall perform all such other duties as pertain to his office. He shall receive \$20,000 per annum, payable semi-monthly in equal amounts, and when performing duties away from the International office he shall receive his legitimate expenses.

Assistants to the International President

Sec. 11. The two assistants to the International President shall assist the International President in the performance of his duties and shall work under the direction of the International President.

Each Assistant to the International President shall receive \$12,000 per annum, payable semi-monthly in equal amounts and when performing duties away from the International office they shall receive their legitimate expenses.

International Secretary-Treasurer

Sec. 12. The International Secretary-Treasurer shall cause to be recorded the

proceedings of all International Conventions and all sessions of the International Executive Board. He shall have charge of and preserve all books, documents and effects of the International office; except such records as properly belong to the office of the International President.

The Seal of the International Union shall be held in trust by the International Secretary-Treasurer. The Seal shall be in a form and design containing the words "United Steelworkers of America, Organized May 22, 1942."

Sec. 13. The International Secretary-Treasurer shall make the necessary arrangements for the maintenance of financial books and records, the receipt of all funds due the International Union and shall deposit all such funds in the name of the International Union in depositories approved by the International Executive Board. He shall invest all such funds as may be deemed by the International Executive Board to be in excess of current need in such securities as the International Executive Board may decide.

Sec. 14. The International Secretary-Treasurer shall pay all bills and current expenses unless otherwise ordered by the International President. He shall keep copies of all important correspondence sent out and received by his office.

Sec. 15. The International Secretary-Treasurer shall give a bond of \$25,000 to insure the faithful discharge of his duties. Said bond shall be approved by the International Executive Board. The cost of said bond shall be paid out of the funds of the International Union.

Sec. 16. The International Secretary-Treasurer shall have the authority, subject to the approval of the International Executive Board, to employ with compensation such assistants as may be necessary to conduct the affairs of his office.

Sec. 17. The International Secretary-Treasurer shall perform such other duties as pertain to his office or may be assigned him by the President or the International Executive Board.

The International Secretary - Treas-

urer shall receive \$12,000 per annum, payable semi-monthly in equal amounts, and when performing duties away from the International office, he shall receive his legitimate expenses.

International Executive Board

Sec. 18. The International Executive Board shall consist of the International President, the International Secretary-Treasurer, the two Assistants to the International President, and the District Directors, and the National Director of Canada.

Sec. 19. An International Executive Board member shall attend all regular and special meetings of the International Executive Board and he shall perform such duties as may be assigned to him by and be subject to the direction of the International President.

Sec. 20. The International Executive Board shall meet twice a year and at such other times as provided for herein. It shall enforce the Constitution and carry out the instructions of the International Conventions, and between the International Conventions shall have

power to direct the affairs of the International Union. It shall cause the books of the Secretary-Treasurer to be audited by certified public accountants semi-annually and shall transmit a copy of the audit to all Local Unions upon the completion thereof.

Sec. 21. Real estate necessary to the affairs of the International Union may be acquired, held, leased, mortgaged and disposed of by the Executive Board in the names of the International President and the International Secretary-Treasurer and their successors in office as trustees for the International Union.

Sec. 22. The International Executive Board shall have the power to remove any of the officers enumerated in Section 1 hereof who, (a) after due trial upon written charges of which a copy shall be given to the accused at least 15 days before trial; is found guilty of dishonesty, malfeasance or maladministration, or (b) has been expelled as a member of the International Union in accordance with the provisions of this Constitution.

Sec. 23. The International Executive Board shall have the power to fill vacancies for any International office for the unexpired term, except in the case of District Directors, who shall be elected from the District in which the vacancy occurs by a special referendum vote conducted in the same manner as in the case of regular elections.

Sec. 24. The International Executive Board shall have the power to decide all appeals made to it and its decisions shall be effective when rendered, except that it may stay execution of the decision pending an appeal to the International Convention, notice of which shall be filed with the International Secretary - Treasurer within 30 days after the International Executive Board's decision is made known to the parties interested.

Sec. 25. A quorum of the International Executive Board shall be a majority of the members. Questions coming before the Executive Board shall be decided by a majority vote of its members present at a quorum, except as

otherwise provided in this Constitution. Any member may demand a roll-call vote on any question and in such event each member of the International Executive Board shall have one vote and one additional vote for each 1,000 members or majority fraction thereof in good standing in the District which he represents. The National Director of Canada shall have the number of votes equal to the highest vote of any Canadian District Director. In the absence of a roll-call vote, the International Officers shall be entitled to one vote each. In the event a roll-call vote is taken, the International President and the International Secretary-Treasurer shall each be entitled to a vote equal to the number of votes cast by the Board member who has the highest number of votes and the two Assistants to the International President shall be entitled to ten votes each.

Each District Director shall receive \$4,320.00 per annum, payable semi-monthly in equal amounts, and when performing duties away from the Dis-

trict office, they shall receive their legitimate expenses.

International Tellers

Sec. 26. The three International Tellers shall perform their duties in connection with elections to International offices as provided in this Constitution.

Sec. 27. Each International Teller shall receive \$12.00 per day and his legitimate expenses for each day employed.

Delegates to the Conventions of the Congress of Industrial Organizations

Sec. 28. Delegates to the conventions of the Congress of Industrial Organizations shall represent the International Union. They shall render a report to the regular International Convention immediately following the convention of the Congress of Industrial Organizations which they last attended. The delegates to the conventions of the Congress of Industrial Organizations shall cast their vote as a unit, on all questions coming before the convention in accordance with the instructions of the

International Convention or the International Executive Board. In the absence of such instructions, the decision of a majority of the delegates shall determine.

Delegates to the conventions of the Congress of Industrial Organizations, other than salaried officials of the International Union, shall receive \$12.00 per day and legitimate expenses for each day occupied in the performance of their functions.

ARTICLE V

Nominations and Elections of International Officers, International Executive Board Members, and Delegates to the Conventions of the Congress of Industrial Organizations

Section 1. The International President, the International Secretary-Treasurer, the two Assistants to the International President, the three International Tellers, and the delegates to the conventions of the Congress of Industrial Organizations shall be elected by

referendum vote of the members of the International Union, except that the four International Officers shall be ex officio delegates to the conventions of the Congress of Industrial Organizations. The members of the International Union within each District shall elect their District Director by referendum vote.

The candidates for the respective positions receiving a plurality of the votes cast and meeting the eligibility requirements set forth in Sections 3 and 4 of Article IV, shall be declared elected.

For the first term, the International Officers shall be nominated and elected by the delegates assembled at the International Convention held in May, 1942, the District Directors shall be nominated and elected by the delegates from within their respective districts and the International Tellers and the delegates to the convention of the Congress of Industrial Organizations shall be designated by the Executive Board so elected. The candidates for the respective positions to be filled by election at the

International Convention held in May, 1942, receiving a plurality of the votes cast by the delegates shall be declared elected.

Until May 31, 1945, the National Director of Canada shall be appointed with compensation by the International President, subject to the approval of the International Executive Board. On the second Tuesday in February, 1945, and thereafter the National Director of Canada shall be elected for the same term, in the same manner and at the same time as the other International elections, by the members within Canada.

Sec. 2. The next election of the International Officers, International Tellers, District Directors, and delegates to the conventions of the Congress of Industrial Organizations shall be held on the second Tuesday of February, 1945, and all subsequent elections shall be held on the second Tuesday in February every two years thereafter and the International Officers elected shall assume their duties beginning June 1st

following their election and shall serve for the term of two years thereafter.

Sec. 3. All members in good standing shall be entitled to vote.

Sec. 4. Each Local Union shall have the right to nominate a member for each office to be filled. The International Secretary-Treasurer shall prepare nomination blanks and send them to the Local Unions not later than 90 days before the date of election and the Local Recording Secretary shall fill in the names of the members nominated by the Local Union for the various offices and forward the same to reach the International Secretary-Treasurer's office not later than 60 days before the date of election.

Sec. 5. The International Secretary-Treasurer shall within ten days thereafter notify all members who have been nominated and ask if they are candidates, but no person shall be notified or be a candidate who has not been nominated by 15 or more Local Unions. In the case of candidates for the position

of District Director, nominations by two Local Unions shall be sufficient.

Sec. 6. Any nominee notified in accordance with Section 5 of this Article who desires to become a candidate must have his official notice attested by the officers of his Local Union and return said notice to the International Secretary-Treasurer at once.

Sec. 7. No nominee filing his acceptance with the International Secretary-Treasurer shall be allowed to withdraw his name.

Sec. 8. The International Secretary-Treasurer shall prepare ballots giving the names and places of residence of those accepting nominations, also showing the positions for which the various nominees are candidates, and forward them to the Local Unions in sufficient numbers to supply each member not later than four weeks prior to the date of election. Two "Tally Sheets," one "Return Sheet," and one envelope for "Return Sheet," must accompany the ballot sent each Local Union. In arranging the ballots, the International

Secretary - Treasurer shall place the names of the different candidates on the ballot in graduated order, in accordance with the number of nominations received.

Sec. 9. The Local Recording Secretaries must notify their members by posting notices and otherwise, one week prior to the dates set for the elections.

Sec. 10. Each Local Union shall designate, at a regular meeting of the Local, where its election shall be held, and the place so designated shall be the official voting place of such Local Union and under no circumstances shall the votes of any Local be tabulated in any place other than the place designated by the Local Union, and no member shall be allowed to interfere with the official Local Tellers during the tabulation. Voting shall take place on the day of the election during such hours which will permit all members who so desire to vote.

Sec. 11. No member shall be allowed more than one vote for any candidate for a particular office, nor shall the

Local Tellers record the vote of any member who is not present at the time the election is held, except officers, and staff representatives in the field away from home, whose votes shall be received if sent to the Recording Secretary of their respective Local Unions.

Sec. 12. Each Local Union shall elect from among its members a committee of not less than three nor more than nine, three of whom must be the Local Union President, Financial and Recording Secretaries, to act as Local Union Tellers, whose duty it shall be to supervise the election, and when requested, assist the members in voting, and tabulate the votes cast by the members for the respective offices, and enter on the "Return Sheet" furnished by the International Secretary - Treasurer for that purpose the total number of votes cast for each candidate. The correctness of the "Return Sheet" must be attested with the Local Union seal and signatures of the President and Recording Secretary of the Local Union.

A member who has not attended at

least one-half of the regular meetings of his Local Union during the six months preceding the election shall not be allowed to act as a Local Union Teller for said elections unless his union activities or his working hours prevented such attendance.

Sec. 13. Should it be proved that more votes are recorded on the "Return Sheet" than were actually cast by the members, the entire vote of the Local Union shall be thrown out by the International Tellers, and those responsible for the fraud shall be punished.

Sec. 14. After the votes have been tabulated and the "Return Sheet" attested, it shall be turned over to the Recording Secretary, whose duty it shall be to see that the "Return Sheet" is properly attested, enclosed in a special envelope furnished by the International Secretary-Treasurer for that purpose, and forwarded at once by registered mail to the International Secretary-Treasurer's office. "Return Sheets" reaching International Head-

quarters more than ten days after the election shall not be tabulated by the International Tellers.

Sec. 15. The envelopes for "Return Sheets" furnished the Local Unions must have the name and address of the International Secretary-Treasurer, and the following printed thereon:

Election Returns

From L. U. No.-----

District -----

The Local Recording Secretary shall insert the numbers of the Local Union and District in the blank spaces on the envelope.

Sec. 16. When the "Return Sheets" reach the International Secretary-Treasurer's office, he shall examine the envelopes to see if they are intact, make a proper record of their receipt, and deposit them unopened in a securely locked receptacle provided for that purpose.

Sec. 17. Before turning the "Return Sheets" over to the International Tellers, the International Secretary-Treas-

urer, with the International Tellers, must check them with the record made upon their receipt, and the International Secretary-Treasurer shall take the International Tellers' receipt for all "Return Sheets" turned over to them.

Sec. 18. The International Secretary-Treasurer shall be sole custodian of the "Return Sheets" from the time they reach his office until turned over to the International Tellers and during the interims of tabulation.

Sec. 19. The International Tellers shall meet at the headquarters of the International Union,

(a) to open and tabulate the nomination returns and file their report with the International Secretary-Treasurer so that he may send out notifications as required by Section 5 hereof; and

(b) to tabulate the votes cast for the various nominees.

Sec. 20. The votes of each District and of each Local Union within such District shall be tabulated separately and consecutively. The entire total vote shall also be tabulated. The complete

report shall be printed and sent out to the Local Unions by the International Tellers not later than April 1 of each election year. This report shall be an official announcement of the election to office of the successful candidates.

Sec. 21. The International Tellers shall decide the legality of the votes of any Local Union. In the event the International Tellers refuse, for any reason, to tabulate the vote of any Local Union, their reason must in every instance be shown on their report submitted to the Local Unions and all contests growing out of the report shall be filed with the International Executive Board, which body shall have the power to decide the contest.

Sec. 22. The International Tellers shall not count the votes of any Local Union that has cast more votes than the number of members in good standing during the month preceding the one in which the election is held unless a satisfactory explanation for so doing accompanies the "Return Sheet" of the Local Union so voting. Neither shall

they count the votes of any Local Union that is not in good standing or whose "Return Sheet" is not attested as required by Section 14 of this Article.

Sec. 23. All contests in connection with the votes of any Local Union must be filed with the International Tellers not later than ten days after the date of election, by a member of the Local Union whose vote is contested.

Sec. 24. In case of a tie vote for any of the candidates for a particular office, another election shall be held for that office among the candidates involved in the tie.

Sec. 25. Local Officers of all Local Unions shall be required to carefully preserve all ballots which have been cast by their members for a period of six months after the date of the elections.

Sec. 26. No member shall be allowed to loiter around the voting place or to interfere in any way with the elections of any Local Union.

Sec. 27. Local Union Tellers shall be

held personally responsible for any irregularities in connection with the conduct of the elections in their Local Unions.

Sec. 28. It shall be the imperative duty of the Local Tellers to make a complete report of the election at the first regular meeting of their Local Union following the election, and it shall be further the duty of the Local Recording Secretary to make a complete record of same in the minutes of said meeting.

ARTICLE VI

Conventions

Section 1. The next regular International Convention shall be held on the second Tuesday of May, 1944, and regular International Conventions shall be held on the same date biennially thereafter at such places as may be determined by the International Executive Board: Provided, That the date of holding such convention may be advanced or postponed upon a resolution to that effect adopted by the Interna-

tional Executive Board and approved by a majority of the members of the International Union upon a referendum vote.

Sec. 2. Each delegate to the International Convention shall have one vote for the first 100 members or less in the Local Union which he represents and one additional vote for each additional 100 members or majority fraction thereof, but no delegate shall have more than ten votes.

Sec. 3. Representation shall be based upon the average of the paid and exonerated membership of the Local Union for the last three months preceding the month in which the International Convention is held. Such membership shall be based upon the records of the International Secretary-Treasurer. A Local Union which has been chartered for less than three months preceding the month in which the International Convention is held shall be entitled to send fraternal delegates only, to the International Convention.

Sec. 4. Local Unions of less than 100

members may combine with similar Local Unions within a reasonable radius of one another in the same District, and elect delegates to represent them, but no delegates so elected shall be entitled to more than ten votes in the International Convention.

Sec. 5. No Local Union shall be entitled to representation at the International Convention unless the Financial Secretary has paid to the International Secretary-Treasurer all dues, initiation fees and assessments collected from the members.

Sec. 6. Any Local Union becoming delinquent must comply with Section 6 of Article XIV and be in good standing for four months previous to the month in which the International Convention is held, before it will be entitled to representation.

Sec. 7. No member shall be eligible to be a delegate to an International Convention unless (a) he shall have been in continuous good standing for a period of 12 months immediately preceding the International Conven-

tion; or if his Local Union has been in existence for less than 12 months prior to the International Convention, he must have been in continuous good standing from the time that he joined such Local Union; (b) he has attended at least one-half of the regular meetings of his Local Union during the six months preceding the election unless his union activities or working hours prevented such attendance; and (c) he is employed in a plant or mill or any other place within the jurisdiction of the International Union or is one of the staff representatives of the International Union. The International Officers and the members of the International Executive Board shall be ex officio delegates to all International Conventions.

Sec. 8. The International Secretary-Treasurer shall furnish the Local Unions with credential blanks in duplicate, which must be attested as required on the blanks. The duplicate shall be retained by the delegate and the original forwarded to the International Secretary-Treasurer, and no ere-

entials shall be accepted later than ten days prior to the date for convening the International Convention.

Sec. 9. The Credential Committee shall not transfer votes to any delegate unless authorized by the Local Union to do so.

Sec. 10. Delegates to the International Convention must be elected at an official meeting of a Local Union or by referendum ballot election, after the Call for the International Convention is received and has been read to the Local Union. The Recording Secretary shall issue a Notice, signed by himself and the Local Union President, at least one week prior to such meeting or election, stating that delegates are to be elected on a certain day. Delegates must receive a plurality vote of the members voting.

Sec. 11. When any delegate's credentials are to be contested, notice of such contest shall be sent to the International Secretary-Treasurer not later than five days prior to the date for convening the International Convention.

Any delegate whose credentials are contested may be unseated at any time during the International Convention.

Sec. 12. All resolutions to be considered by the International Convention must be adopted by the Local Union and shall be sent to the International Secretary-Treasurer. They must be in his hands not later than ten days prior to the convening of the International Convention. The International Secretary-Treasurer shall submit all resolutions to the chairmen of the appropriate committees.

Sec. 13. Resolutions bearing on different subjects must be typewritten on separate papers and only on one side of the paper. Resolutions must be properly signed by the President and Recording Secretary of the Local Union and impressed with the Local Union seal, otherwise they will not be considered official.

Sec. 14. International Conventions shall not consider internal appeals or grievances unless they have been pre-

viously considered by the lower tribunals of the organization.

Sec. 15. On questions coming before the International Convention a roll-call vote shall be taken upon a request of thirty (30) per cent of the delegates. The Secretary-Treasurer shall have a roll of accredited delegates prepared and make such other arrangements as will expedite and facilitate the calling of the roll.

Special International Conventions

Sec. 16. Special International Conventions shall be called by the International President when so instructed by the International Executive Board, or upon request of 25 per cent of the Local Unions.

Sec. 17. Representation in Special International Conventions shall be upon the same basis as govern regular International Conventions.

Sec. 18. Local Unions demanding a Special International Convention must state the reason or reasons why such International Convention is desired,

and it shall be the duty of the International President to state said reason or reasons in the Call for the Special International Convention.

Sec. 19. Special International Conventions shall not have authority to consider any matter other than that which is specifically stated in the Call for the Special International Convention.

Credentials Committee

Sec. 20. Prior to the opening date of any regular or special International Convention, the International Executive Board shall meet and constitute itself, or a subcommittee, as the Credentials Committee for the International Convention. Appeals from its decisions shall be made to the International Convention. The International Convention shall not be constituted for business until the Credentials Committee shall have examined and reported on the credentials of all delegates present at the scheduled time of opening.

ARTICLE VII

Local Unions

Section 1. Ten or more persons eligible for membership in the International Union shall constitute a Local Union upon receipt of a charter from the International Secretary-Treasurer under the terms herein provided.

Sec. 2. Upon approval of the charter application by the International Executive Board, the International Secretary-Treasurer shall issue to the applicants a Local Union charter which shall contain such provisions as the International Union may require; he shall also deliver to said applicants one local seal and such other initial supplies as may be necessary to conduct the affairs of the Local Union.

Sec. 3. No Local Union shall be dissolved, except with the approval of the International Executive Board.

Sec. 4. The Local Unions shall be charged with the duty of enforcing this Constitution as affecting their membership.

Sec. 5. Local Unions may adopt such by-laws and rules as do not conflict with any of the provisions of this Constitution or the policies of the International Union.

Sec. 6. Local Unions shall hold a general membership meeting at least once every month.

Sec. 7. All Local Unions are required to affiliate with the appropriate Local and State Industrial Union Councils chartered by the Congress of Industrial Organizations.

Sec. 8. All Local Union Officers and grievance committeemen shall be elected at the last meeting in June of each year by plurality vote of the members present or participating in a referendum vote and shall serve until their successors are elected and qualified, at which time all money, official records and documents, and all property belonging to the Local Union shall be turned over to such successors.

The date of local elections for Local Union Officers and grievance committeemen must be advertised among the

members at least one week previous to the date of the election. Nominations shall be made at the immediately preceding meeting.

Sec. 9. No member shall be eligible for election as a Local Union officer or grievance committeeman unless

(a) He shall have been in continuous good standing for a period of 12 months immediately preceding the election, or if his Local Union has been in existence for a lesser period prior to the election, he must have been in continuous good standing from the time that he joined such Local Union; and

(b) He is employed in a plant or mill or other place within the jurisdiction of the Local Union; and

(c) He has attended at least one-half of the meetings of his Local Union for six months previous to the election unless his union activities or working hours prevented his attendance.

ARTICLE VIII

Duties of Local Union Officers

Section 1. Duties of President. The President shall preside at all meetings of the Local Union and preserve order. He shall decide all questions of order, subject to an appeal to the Local Union. He shall have the right to vote at all elections of officers, and when the members are equally divided on other questions, he shall have the deciding vote. He shall call special meetings by request of ten members in good standing of the Local Union. He shall enforce the provisions of this Constitution. He shall appoint all committees not otherwise provided for and be ex officio member of all committees. He shall perform such other duties as the Local Union may assign to him.

Sec. 2. Duties of Vice-President. The Vice-President shall assist the President in the discharge of his duties and during his absence shall perform the duties of the President. In the event that a vacancy occurs in the office of

President, the Vice-President shall act as President for the unexpired term.

Sec. 3. Duties of Recording Secretary. The Recording Secretary shall record the proceedings of the Local Union in a book kept for that purpose, read all papers and perform such other duties required under this Constitution and as the Local Union may assign. He shall also have custody of the Local Union Seal, and shall be responsible for any misuse of same.

Sec. 4. Duties of Financial Secretary. The Financial Secretary shall receive all money due the Local Union and pay the same to the Treasurer, from whom he shall take a receipt. He shall also keep accurately the accounts of the Local Union with its members, and shall at all times have his books open for examination by the Auditing Committee, and perform such other duties required under the Constitution and as the Local Union may assign. He shall make out the various reports required by the International Secretary-Treas-

urer and forward such reports to him in accordance with instructions.

Should it be proved that a Local Union Financial Secretary has failed to report monthly the full membership of the Local Union as provided for in his report to the International Secretary-Treasurer and transmit to him the full amount of initiation fees and dues, he shall be suspended from all privileges and benefits until the deficiency is made good, and he shall be liable to the International Union for the full amount unpaid.

The Financial Secretary shall keep a record of all transfer request forms issued and received.

His accounts shall be subject at all times to audit by the International Secretary-Treasurer.

Sec. 5. Duties of Treasurer. The Treasurer shall receive from the Financial Secretary all money collected by him. He shall deposit all money belonging to the Local Union in a bank designated by it. All initiation fees and dues shall be deposited in a separate bank

account to be designated as a trust fund for the International Union. He shall cause to be issued to the Financial Secretary a receipt for all money turned over to him or deposited to his credit in the regular bank account. He shall issue a separate receipt for the amount of money turned over to him at any time or for such deposit made. He shall sign all checks and have them countersigned by the President and the Financial Secretary. He shall keep regular and correct accounts of all money received and paid by him, and report at each meeting the balance of cash shown by the last report, the amount received since, the total checks issued and authorized, and the balance remaining. His accounts shall be open for examination by the Auditing Committee at any time when called upon. His books shall be subject at all times to audit by the Secretary-Treasurer of the United Steelworkers of America. He shall perform such other duties required under the Constitution and as the Local Union may assign.

Sec. 6. Duties of Guide. It shall be

the duty of the Guide to see that all present are entitled to remain.

Sec. 7. Duties of Guards. Guards may be selected by the Local Union, whose duty it will be to take charge of the door and see that no one enters who is not entitled to do so.

Sec. 8. Duties of Trustees. It shall be the duty of the Trustees to have charge of the hall and all property of the Local Union, subject to the direction of the Local Union, and perform such other duties as the Local Union may require.

ARTICLE IX

Suspension or Revocation of Local Union Charters

Section 1. In the event the International President shall have reason to believe that any Local Union is failing to comply with any provision of the Constitution, he may institute proceedings upon the alleged violations, with due notice of hearing before any duly designated member or members of the International Executive Board. Upon the basis of the hearing the Interna-

tional Executive Board is authorized to render a decision, dismissing the charges of alleged violations, suspending or revoking the charter of any such Local Union, or directing such other action as may be necessary to secure compliance with the Constitution. The decision of the International Executive Board may be appealed to the next International Convention; provided, however, that pending the appeal the decision of the International Executive Board shall remain in full force and effect.

Sec. 2. In the event a mill or plant, which constitutes the sole jurisdiction of a Local Union, is abandoned, the International Secretary-Treasurer, with the consent of the International Executive Board, may revoke the charter of said Local Union.

Sec. 3. In the event of a suspension of a Local Union, the members thereof and the Local Union shall not be deemed to be in good standing during the period of suspension.

Sec. 4. In the event that a Local

Union's charter is revoked, or the Local Union disbands, the charter and all books, monies and property shall be delivered and turned over to the International Union through the office of the International Secretary-Treasurer within ten days after demand by the International Executive Board.

Sec. 5. After a charter of a Local Union has been revoked, the International Executive Board may charter a new Local Union having the same jurisdiction as the Local Union whose charter was revoked. The members of the Local Union whose charter was revoked may be readmitted only by action of the International Executive Board.

ARTICLE X

Districts

Section 1. The International Union shall be divided into the following Districts:

| District Number | District Name |
|--------------------|---------------|
| 1 | New England |
| 2 | New York City |

| District Number | District Name |
|--------------------|----------------------------|
| 3 | Utica, N. Y. |
| 4 | Buffalo, N. Y. |
| 5 | Eastern Canada |
| 6 | Central and Western Canada |
| 7 | Philadelphia |
| 8 | Baltimore |
| 9 | Bethlehem, Pa. |
| 10 | Wilkes-Barre |
| 11 | Harrisburg |
| 12 | Johnstown, Pa. |
| 13 | Charleroi-Monessen |
| 14 | McKeesport |
| 15 | Homestead |
| 16 | South Side-Hazelwood |
| 17 | Lawrenceville-North Side |
| 18 | McKees Rocks |
| 19 | Tarentum |
| 20 | Ambridge |
| 21 | Sharon |
| 22 | Charleston, W. Va. |
| 23 | Steubenville-Wheeling |
| 24 | Columbus |
| 25 | Cincinnati |
| 26 | Youngstown |
| 27 | Canton |
| 28 | Cleveland |

| District Number | District Name |
|--------------------|---------------------------|
| 29 | Detroit |
| 30 | Indianapolis |
| 31 | Calumet |
| 32 | Milwaukee |
| 33 | Minnesota and Iron Ranges |
| 34 | St. Louis |
| 35 | Southeastern |
| 36 | Southern |
| 37 | Texas |
| 38 | West Coast |
| 39 | Utah |

Sec. 2. The territorial boundaries of the above Districts shall be fixed by a majority vote of the International Executive Board elected at the International Convention held in May, 1942. After the boundaries of the Districts shall have been so fixed the International Executive Board, by a two-thirds vote, shall have the authority to change the boundaries of the Districts as conditions may require.

Sec. 3. In the event the International Executive Board between International Conventions establishes a new District, it shall proceed to arrange for

an election of a District Director for such new District by a referendum vote of the members of the International Union in such new District in the same manner as a regular election.

ARTICLE XI

Membership

Section 1. No applicant for membership shall be regarded as being a member in good standing until the full amount of his initiation fee has been paid and the obligation has been administered, except in such cases where the applicant has religious scruples against taking the obligation.

Sec. 2. A member shall pay his dues promptly commencing with the month following that during which he shall have been admitted and he shall continue to pay all dues, assessments and fines or other obligations promptly when due in order to be and remain in good standing.

Sec. 3. A member shall be in good standing if he is not more than three months in arrears in any of his consti-

tutional obligations, except in respect to assessments on which he shall be not more than one month in arrears.

Sec. 4. Members who lose good standing shall stand automatically expelled and shall not be reinstated in good standing except upon such terms as the Local Union and the International Executive Board may decide.

Sec. 5. A member not in good standing shall not be permitted to vote or to second a nomination, nominate for office, hold office, or be a candidate for office.

ARTICLE XII

Discipline

Section 1. Any member may be penalized for committing any one or more of the following offenses: (a) violation of any of the provisions of this Constitution, any collective bargaining agreement, or working rule of the Local Union; (b) obtaining membership through fraudulent means or by misrepresentation; (c) instituting, or urging or advocating that a member of any Local Union institute action in a court

against the International Union or any of its officers or against a Local Union or any of its officers without first exhausting all remedies through the forms of appeal of the International Union; (d) advocating or attempting to bring about the withdrawal from the International Union of any Local Union or any member or group of members; (e) publishing or circulating among the membership false reports or misrepresentations; (f) working in the interest of or accepting membership in any organization dual to the International Union; (g) slandering or wilfully wronging a member of the International Union; (h) using abusive language or disturbing the peace or harmony of any meeting in or around any office or meeting place of the International Union; (i) fraudulently receiving any money due the organization or misappropriating the monies of the organization; (j) using the name of the Local Union or the International Union for soliciting funds, advertising, etc., of any kind without the consent of the appropriate body or officer of the Inter-

national Union; (k) furnishing a complete or partial list of the membership of the International Union or of any Local Union to any person or persons other than those whose official position entitles them to have such a list, and (l) deliberately interfering with any official of the International Union in the discharge of his duties.

Sec. 2. Any member convicted of any one or more of the above offenses may be fined, suspended or expelled.

Sec. 3. If any officer of the Local Union is convicted of any one or more of the above-named offenses, he may be penalized as described above, and removed from office or position.

ARTICLE XIII

Trials of Members and Local Union Officers

Section 1. Any charges against a member or a Local Union officer must be first submitted in writing to the Local Union of which the individual charged is a member or an officer.

Sec. 2. Upon the submission of the

charges, the Recording Secretary of the Local Union shall send a copy thereof to the accused member at his last known address, together with written notice of the time and place, and said member shall appear before the Trial Committee on said charges; the hearing shall take place no sooner than one week and no later than three weeks after the mailing of said notice.

Sec. 3. A Trial Committee shall be designated in a manner to be specified by the Local Union Constitution or By-Laws. Neither the accuser nor the accused shall be eligible for membership on the Trial Committee.

Sec. 4. The Trial Committee shall report its findings to a meeting of the Local Union. The membership shall be given adequate notice of the fact that the findings will be presented at the particular meeting. The Local Union shall take such action on the report of the Trial Committee as it may deem proper and in the event the accused is found guilty of the charges preferred against him, shall impose such penal-

ties as in its judgment it may deem fitting and proper.

Sec. 5. In the event that the accused fails to appear at the hearing at the time and place provided in the notice served upon him and presents no reasonable excuse for absence, the hearing shall proceed with the same force and effect as if he were present.

Sec. 6. The accused or the accuser may appeal to the International Executive Board and thereafter to the next regular International Convention provided that he files notice of appeal with the International Secretary-Treasurer within thirty days after notice of the decision of the Local Union or the International Executive Board from which the appeal is taken. The decisions of the Local Union and of the International Executive Board shall be given full force and effect unless a stay thereof is obtained from the International Executive Board. The Executive Board, in its discretion, may in reversing a decision order a Local Union to compensate an individual member for

any loss incurred as a result of said decision.

ARTICLE XIV

Finances

Section 1. The initiation fee shall be three dollars (\$3.00). Dues shall be one dollar (\$1.00) per month, payable in the month to which said dues apply. Where conditions justify, changes in the amount of dues or initiation fees specified herein may be made with the approval of the International Executive Board at the request of the Local Union concerned, but in no event shall the dues exceed one dollar and fifty cents (\$1.50) per month, except in cases of Local Unions where at the time of the adoption of this Constitution a higher level prevails.

Sec. 2. The International Executive Board may grant dispensations from payment of initiation fees, when in its judgment such dispensation will promote the growth or interests of the International Union.

Sec. 3. The full amount of all dues and initiation fees collected by each

Local Union shall be deposited by the appropriate officers of the Local Union in a bank account designated as a trust fund held for the International Union. The officers of each Local Union shall forward to the International Secretary-Treasurer, within fifteen days after the close of any month, the full amount of the dues and initiation fees collected by such Local Union.

Sec. 4. The International Secretary-Treasurer shall, upon receipt of any remittance of dues or initiation fees from any Local Union, determine and remit to the Local Union Financial Secretary a per capita refund. Seventy-five cents (75c) shall be retained by the International Secretary-Treasurer, and the balance returned to the Local Union. One-third ($\frac{1}{3}$) of the amount of the initiation fees, which have been remitted to the International Secretary-Treasurer, shall be returned to the Local Union.

Sec. 5. When any Local Union fails to report and remit to the International Secretary-Treasurer the full amount of initiation fees and dues as provided for

herein, said International Secretary-Treasurer shall notify the local President and the Recording Secretary of the Local Union of the fact, and failing to receive a satisfactory response within ten days thereafter, the Local Union shall stand suspended. The International Secretary-Treasurer may publish and distribute a delinquent list of all such Local Unions so suspended.

Sec. 6. Local Unions placed on the delinquent list shall not be reinstated until they have filed all delinquent reports and have complied with any penalties prescribed by the International Executive Board.

Sec. 7. Individual members of a Local Union who have not worked five (5) days in any one month through no fault of their own shall be exonerated from the payment of dues. All individual members so exonerated must be reported to the International Secretary-Treasurer on the monthly report of the local Financial Secretary.

Sec. 8. In all cases, other than the one provided in Section 7, where Local

Unions desire exoneration from the payment of dues or initiation fees for certain of their members, the request for exoneration must be signed by the Local Union President, the Local Union Financial Secretary and Local Union Recording Secretary, and approved by the District Director and the International Secretary-Treasurer.

Sec. 9. When exoneration is granted, the request on the required report must be renewed each month.

Sec. 10. Local Union Financial Secretaries and Treasurers shall be bonded. Such bonds shall be obtained by the International Secretary-Treasurer. Clerks employed by a Local Union and handling finances in any way must be bonded by the Local Union through arrangement with the International Secretary-Treasurer.

ARTICLE XV

Transfer Certificates

Section 1. A Local Union in good standing may issue to a member in good standing a "transfer request"

transferring his membership to another Local Union. All transfer request forms must be obtained from the International Secretary-Treasurer by the Local Union Financial Secretary.

Sec. 2. All members must immediately transfer to the Local Union having jurisdiction over the mill or factory at which they are employed.

Sec. 3. Transfer requests issued in violation of this Article shall be invalid.

Sec. 4. The International Secretary-Treasurer may issue transfer requests to the members of any Local Union which is being disbanded in accordance with the provisions of this Constitution.

ARTICLE XVI

Strikes

No strike shall be called without the approval of the International President.

ARTICLE XVII

Contracts

The International Union shall be a party to all collective bargaining agree-

ments and all such agreements shall be signed by the International Officers.

ARTICLE XVIII.

Effective Date

This Constitution shall become effective immediately upon its adoption at the Constitutional Convention on May 22, 1942.

ARTICLE XIX

Amendments

This Constitution may be amended by majority vote at the International Convention.

MANUAL

Opening of Meeting

The hour of the meeting having arrived, the President shall take the chair and give one rap with the gavel, upon which all officers and members shall be seated. If no regular guards have been elected, the President shall appoint one of the brothers to see that none but members of the Union are admitted.

President—The time for opening this meeting having arrived, I declare this meeting duly convened and qualified to consider measures tending to conserve the best interest of this Local, and the United Steelworkers of America.

ORDER OF BUSINESS FOR CONDUCTING LOCAL UNION MEETINGS

1. **Call meeting to order.**
2. **Roll call of officers—by recording secretary.**

3. Reading of the minutes of the previous meeting.

After the minutes have been read by the recording secretary a motion must be made and seconded that the minutes be "approved" (or adopted) as read. Such a motion means that in the opinion of the members, the secretary has recorded the minutes of the previous meeting correctly. Should the reading reveal any errors or omissions, a member may move to correct the minutes. If this motion is carried, another motion should follow that the minutes "as corrected" now be approved.

IT IS VERY IMPORTANT THAT BRIEF, COMPREHENSIVE MINUTES OF EACH MEETING BE KEPT BY THE RECORDING SECRETARY. THESE MINUTES ARE THE OFFICIAL RECORD OF THE BUSINESS TRANSACTED BY THE LOCAL UNION MEETING. A REGULAR BOOK IS PROVIDED BY THE INTERNATIONAL

UNION FOR THIS PURPOSE
AND SHOULD ALWAYS BE
KEPT UP TO DATE.

4. **Reading of Communications.**

The recording secretary reads the letters which require attention. Those which do not require much discussion may be dealt with immediately; others may be laid over to "New Business" or referred to a standing committee. If no action is required or desired, the communications may be read and, upon a motion, filed. The recording secretary keeps the files of the local union.

5. **Report of Officers.**

FINANCIAL SECRETARY: The financial secretary should make a report to each meeting indicating the dues collected and the *amount of money submitted to the Local Union treasurer*. As chairman of the dues committee-men, who are his assistants, he should report their activities and progress. It is the duty of the financial secretary

to keep a record and accurate check of the dues collected by the dues committeemen.

TREASURER: The treasurer is the custodian of the Local Union funds. He should report to each meeting the money he has received from all sources, such as rebates from the international office and the money turned over to him for deposit *by the financial secretary*. The treasurer should be certain that the amount reported by the financial secretary to the Local Union as having been turned over to him checks with what he actually received and that the recording secretary records the amount in his minutes.

6. **Report of Organizer or International Representative.**
7. **Initiation of New Members.**
8. **Report of Special Committees.**
Such as: Celebrations, picnics, relief, citizenship, etc.
9. **Reports of Standing (or Permanent) Committees.**

a. Chairman or secretary of the grievance committee.

b. Report of delegates to CIO Council.

10. Unfinished Business.

These matters are those remaining over from previous meetings. They are usually recorded in the minutes of the previous meeting. The recording secretary should inform the president of any unfinished business so it may be included in the order of business in this section.

11. New Business.

These are matters which have been laid aside earlier in the meeting or which have come up since the last meeting.

12. Good and Welfare.

All miscellaneous matters for the good of the Union which should be brought to the attention of the meeting should come to the floor at this time. These matters usually do not require any action by the meet-

ing. They are simply matters of information and education.

13. Adjournment.

PRESIDENT: The business of this meeting having been duly transacted, I declare it adjourned until our next regular session, unless you are especially called together, when I hope to see all members present.

NOTE: All money paid out by the Local Union from its treasury must be approved by the members at a Local Union meeting. Bills charged to the Local Union should be submitted to the recording secretary, who in turn submits them to the Local Union meeting for approval. If the Local Union agrees that the bills should be paid a motion should be made, seconded and passed authorizing the treasurer to draw up a check and pay the bill. All Local Union checks must be signed by the treasurer and countersigned by the financial secretary or the president or both. *Under no circumstances is it legal for officers or members to pay*

bills without authorization by a Local Union meeting, or to authorize expenditure of more than their per capita refund from the International Secretary-Treasurer. Under no circumstances shall any of the dues collected be spent before it is sent to the International Secretary-Treasurer.

NEW MEMBERS

Any member of a Local Union can propose any one who works in or around the mill, factory or iron ore mine for membership in the organization. Propositions shall be made to the Financial Secretary, who shall announce the same to the Union, under the head of Order of Business No. 7.

President—Brothers, you have heard the name (or names) of the candidate (or candidates) who desire to become members of this Union. Are there any objections?

NOTE: If objections are raised the President shall call for a vote in accordance with rules of the Union. If no ob-

jections are raised a vote is unnecessary, and the President shall say: No objections having been raised I declare the candidates entitled to take the obligation and become members of this Local Union.

INITIATION

President—Mr. Guide, are there any candidates in waiting who have been accepted by this Union?

Doorkeeper — Mr. President, I find Brothers -----, who were elected to become members of this body.

President—Admit the brothers.

The guide will admit the candidates and place them in a line opposite the President.

President—Fellow Steelworkers: The United Steelworkers of America requires perfect freedom of inclination in every candidate for membership to its body. An obligation of fidelity is required; let me assure you that in this obligation there is nothing contrary to your civil or religious duties. With this understanding are you willing to take

an obligation which binds you upon your honor as a man to keep the same as long as life remains?

Each candidate answers—I am.

President—Raise your right hand.

“I do sincerely promise, of my own free will, to abide by the laws of this Union; to bear true allegiance to, and keep inviolate the principles of the United Steelworkers of America; never to discriminate against a fellow worker on account of creed, color, or nationality; to defend freedom of thought, whether expressed by tongue or pen, to defend on all occasions and to the extent of my ability the members of our organization.

“That I will not reveal to any employer or his agent the name of anyone a member of our Union. That I will assist all members of our organization to obtain the highest wages possible for their work; that I will not accept a brother's job who is idle for advancing the interests of the Union or seeking better remuneration for his labor; and, as the steel workers of the entire country are

competitors in the labor world, I promise to cease work at any time I am called upon by the organization to do so. And I further promise to help and assist all brothers in adversity, and to have all steel workers join our Union that we may all be able to enjoy the fruits of our labor; that I will never knowingly wrong a brother or see him wronged, if I can prevent it.

“To all this I pledge my honor to observe and keep as long as life remains, or until I am absolved by the United Steelworkers of America.”

Answer—I promise.

President—You are now members of Local Union No. -----, and entitled to all rights and privileges of members of the United Steelworkers of America.

INSTALLATION OF OFFICERS

I, -----, do hereby sincerely pledge my honor to perform the duties of my office as prescribed by the Laws of the organization, and to bear true allegiance to the United Steelworkers of America. I will deliver to my successor

in office all books and other property of this Union that may be in my possession at the close of my official term. All of this I solemnly promise, with full knowledge that to violate this pledge is to stamp me as a man devoid of principle and destitute of honor.

BURIAL SERVICE

FRIENDS, NEIGHBORS AND BROTHERS:

We have gathered today around the last resting place of that earthly tenement which has been the temporary abiding place of the life and spirit of our departed Brother. With bowed heads and saddened hearts we have followed his remains to this place in order that we may be able to show this last tribute of respect to the memory of one whose virtues we appreciate and whose faults, if he had any, we are eager to forget. We have known him, he was one of us, and our hearts grieve at his departure, as the heart of man always grieves at the loss of some cherished object of affection that can never be replaced, yet our grief is not inconsolable. Of what consequence is a few years to the age of

man when compared with God's infinity. When we think of the many years that have rolled into eternity since time began and the countless ages yet to come ere time shall be no more, we realize that the short period allotted to man on this earth is but the first self-conscious gleam of man's eternal soul. We are not as men without hope, for the Psalmist has said, "Man that is born of woman is full of trouble and sorrow. He cometh forth like a flower and is cut down: Our years of labor are brought to an end, our dust shall return to dust as it was, and our spirit to the God who gave it." Earth to earth, ashes to ashes, dust to dust.

Though the seasons may change, and the years pass away, the remembrance of our Brother shall never fade until we, too, have been gathered to the place that has been prepared for us.

We sympathize with { those dear to
the family of }
our deceased Brother in their bereavement, and would commend them to the tender care of Him who holds the destinies of mankind in the hollow of His

hand, and who is able to console the widow and orphan when the words of man are vain.

Let us pray.

Our Father who art in Heaven, we bow before Thee in humble submission to Thy will. Our hearts are sore with the sorrow of bereavement. We come to Thee for consolation. Grant, O Lord, that the balm of Thy healing spirit may be poured down upon us like the balm of Gilead to our wounded hearts. May the peace that passeth all understanding, which Thou alone can give, abide with the family of our deceased Brother. Comfort them in their affliction. Guide us all in the paths of righteousness while we live, and when we are done with this life receive us into that home which Thou hast prepared for all Thy children, eternal in the Heavens. Amen.

BENEDICTION

And now may the grace, mercy and peace of God, the Father, Son and Holy Spirit, rest and abide with you now and forever. Amen.

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CONSTITUTION
of
Congress
of
Industrial
Organizations



1942

CONSTITUTION

of

Congress of

Industrial Organizations

1942



PRINTED IN U. S. A.

PREAMBLE

The Committee for Industrial Organization formed in November, 1935, presented a program to the unorganized workers of this country. In less than three years a magnificent record of achievement and overwhelming mass support established the Committee for Industrial Organization as the most powerful and progressive labor force in this country. Active organizing campaigns in the mass production and basic industries have brought into being unions with millions of members in unorganized industries.

A new freedom has been brought by the Committee for Industrial Organization to American workers and it has forged the instrumentality whereby labor will achieve and extend industrial and political democracy.

For the purpose of providing a permanent basis for the continued achievement and success on behalf of the workers of America, this constitution and the principles embraced therein have been adopted.

CONSTITUTION

ARTICLE I.

Name.

This organization shall be known as the "Congress of Industrial Organizations" (CIO).

ARTICLE II.

Objects.

The objects of the organization are:

First. To bring about the effective organization of the working men and women of America regardless of race, creed, color, or nationality, and to unite them for common action into labor unions for their mutual aid and protection.

Second. To extend the benefits of collective bargaining and to secure for the workers means to establish peaceful relations with their employers, by forming labor unions capable of dealing with modern aggregates of industry and finance.

Third. To maintain determined adherence to obligations and responsibilities under collective bargaining and wage agreements.

Fourth. To secure legislation safeguarding the economic security and social welfare of the workers of America, to protect and extend our democratic institutions and civil rights and liberties, and thus to perpetuate the cherished traditions of our democracy.

ARTICLE III.

Affiliates.

Section 1. The Organization shall be composed of affiliated national and international unions, organizing committees, local industrial unions and industrial union councils.

Sec. 2. Certificates of affiliation shall be issued to national and international unions and organizing committees by the Executive Board.

Sec. 3. Certificates of affiliation shall be issued to local industrial unions by the Executive Board. The Executive Board shall issue rules gov-

erning the conduct, activities, affairs, and the suspension and expulsion of local industrial unions. It shall be the duty of the Executive Board to combine local industrial unions into national or international unions or organizing committees. Any local industrial union or group of local industrial unions may request the Executive Board to authorize such combination. The decision of the Executive Board may be appealed to the convention, provided, however, that pending the appeal the decision shall remain in full force and effect.

Sec. 4. Certificates of affiliation shall be issued to industrial union councils by the Executive Board. Industrial Union Councils shall be organized upon a city, state or other regional basis as may be deemed advisable by the Executive Board and shall be composed of the locals of national unions, international unions and organizing committees, and local industrial unions and local industrial union councils within the territorial limits of such council. It shall be the

duty of national and international unions and organizing committees to direct their locals to affiliate with the proper industrial union councils. It shall be the duty of all local industrial unions and local industrial union councils to affiliate with the proper industrial union councils. The Executive Board shall issue rules governing the conduct, activities, affairs, and the suspension and expulsion of industrial union councils. The decision of the Executive Board may be appealed to the convention, provided, however, that pending the appeal the decision shall remain in full force and effect.

Sec. 5. The number of members in each national or international union, organizing committee, and local industrial union for any purpose under the constitution shall be the number of members for which per capita dues have been paid and the number of members for which exoneration has been granted by the Executive Board, pursuant to the constitution. It shall

be the duty of each affiliate to furnish reports to the Organization showing its membership.

Sec. 6. National or international unions and organizing committees may not be suspended or expelled except upon a two-thirds vote at the convention. This provision may not be amended except by a two-thirds vote at the convention.

ARTICLE IV.

Officers and Executive Board.

Section 1. The officers shall consist of a president, nine vice presidents and a secretary-treasurer. Each officer shall be a member of an affiliate, shall be elected by a majority of the votes cast at each regular convention, shall serve for the term of one year and shall assume office immediately upon election. In the event that more than two candidates are nominated for any one of the foregoing offices, and no one candidate receives a majority of the votes cast, all except the two candidates receiving the highest

votes shall be eliminated from the list of candidates, and a second vote taken.

Sec. 2. In the event of a vacancy in the office of the President, Vice President or Secretary-Treasurer by death, resignation or otherwise, the Executive Board by majority vote of all its members shall determine the successor, who shall serve the unexpired term, or until a successor for the unexpired term is chosen at a special convention, which may be called for that purpose. In the event of such a vacancy in the office of the President, the Secretary-Treasurer shall within ten days from the date of the vacancy call a special meeting of the Executive Board upon ten days' notice for the purpose of determining the successor.

Sec. 3. The convention shall elect the Executive Board which shall be composed of one member from each affiliated national and international union and organizing committee. Each such affiliate shall nominate one of its duly qualified officers for such membership to the Executive Board.

The President, Vice Presidents and Secretary-Treasurer shall be members of the Executive Board by virtue of their office.

Sec. 4. In the event of a vacancy in the membership of the Executive Board other than the officers, due to termination of office in the affiliate which nominated the member, or to death or resignation or otherwise, the Executive Board shall determine the successor who shall serve the unexpired term. The affiliate shall nominate one of its duly qualified officers for such successor.

Sec. 5. National headquarters shall be maintained at Washington, D. C.

ARTICLE V.

The Duties of the Officers.

President.

Section 1. The President shall preside over the convention and meetings of the Executive Board, exercise supervision of the affairs of the Organization, and function as the chief executive officer.

Sec. 2. The President shall interpret the meaning of the Constitution and his interpretation shall be subject to review by the Executive Board. Between sessions of the Executive Board he shall have full power to direct the affairs of the Organization, and his acts shall be reported to the Executive Board for its approval.

Sec. 3. The President shall have authority, subject to the approval of the Executive Board, to appoint, direct, suspend or remove, such organizers, representatives, agents and employees as he may deem necessary.

Sec. 4. The President shall make full reports of the administration of his office and of the affairs of the Organization to the convention.

Vice Presidents

Sec. 5. The Vice Presidents shall assist the President in the performance of his duties. Each Vice President shall carry out such special assignments as may be necessary in the judgment of the President to advance the work of the organization.

Secretary-Treasurer.

Sec. 6. The Secretary-Treasurer shall cause to be recorded the proceedings of all conventions and all sessions of the Executive Board. He shall have charge of and preserve the books and records, files, documents and effects of the Organization. He shall provide for a semi-annual audit of the books and financial records of the Organization which shall be reported to the Executive Board. He shall be bonded for the security of the Organization's funds and for the faithful performance of his duties in an amount to be determined by the Executive Board.

Sec. 7. The Secretary-Treasurer shall perform such other duties as may be assigned to him by the President or the Executive Board. The salary of the Secretary-Treasurer shall be fixed by the Executive Board.

ARTICLE VI.

Duties of the Executive Board.

Section 1. The Executive Board shall enforce the constitution and

carry out the instructions of the conventions, and between conventions shall have power to direct the affairs of the Organization.

Sec. 2. The Executive Board may establish bureaus and departments and create such committees as may be necessary to the affairs of the Organization.

Sec. 3. The Executive Board shall make the necessary arrangements for the maintenance of financial books and records, the receipt of all funds due the Organization, the deposit, investment, holding and disbursement of such funds. The Executive Board may appoint such employees as may be necessary for these purposes. Real estate necessary to the affairs of the Organization may be acquired, held, leased, mortgaged and disposed of by the Executive Board in the names of the Officers, and their successors in office, as trustees for the Organization.

Sec. 4. The Executive Board members shall attend all regular and spe-

cial meetings and shall perform such duties as may be assigned to them.

Sec. 5. The Executive Board shall hold at least two regular meetings each year. Special meetings of the Board shall be convened by the President when necessary or when requested by a majority of the members of the Executive Board. A quorum of the Executive Board shall be a majority of the members. Questions coming before the Executive Board shall be decided by a majority vote of its members present at a quorum, except as otherwise provided in the Constitution. Any member may demand a roll call vote on any question, and in such event, each Executive Board member shall cast as many votes as there are members of his affiliate. The number of members of each affiliate for such purpose shall be determined as of the month preceding the month in which the meeting is held. Where a roll call vote is taken, the officers shall have no vote except the President, who shall cast the deciding vote in the case of a tie.

Sec. 6. Any dispute between two or more affiliates may be submitted to the Executive Board which shall make such recommendations to the parties in dispute as it shall deem advisable and report to the convention.

Sec. 7. The Executive Board shall have the power to file charges and conduct hearings on such charges against any officer of the Organization or other member of the Executive Board, on the ground that such person is guilty of malfeasance or maladministration, and to make a report to the convention recommending appropriate action. The Executive Board must serve such officer with a copy of the written charges a reasonable time before the hearing.

Sec. 8. The Executive Board shall have the power to investigate any situation involving an affiliate on the ground that such affiliate is conducting its affairs and activities contrary to the provisions of the Constitution, and to make recommendations to the affiliate involved and to make a report to the convention.

Sec. 9. The Executive Board shall provide for the regular audit of the books and accounts of the Organization.

Sec. 10. The Executive Board shall report its actions, decisions and management of the affairs of the Organization to the convention.

Sec. 11. The members of the Executive Board shall be paid all legitimate expenses incurred in performing their duties as members of the Executive Board.

Sec. 12. The Executive Board shall have the power to adopt such rules, not inconsistent with the Constitution, as it may deem necessary to carry out its duties and powers.

ARTICLE VII.

Convention.

Section 1. The convention shall be the supreme authority of the Organization and except as otherwise provided in the Constitution, its decisions shall be by a majority vote.

Sec. 2. A convention shall be held each year during the months of October or November at a time and place designated by the Executive Board. The Executive Board shall give at least 30 days' notice of the time and place which it so designates. Special conventions may be called upon 30 days' notice by the Executive Board.

Sec. 3. The Call for a special convention must include a statement of the particular subject or subjects to be considered at the convention and no other business shall be transacted at such convention. A special convention shall be governed by the provisions for regular conventions.

Sec. 4. A majority of the delegates seated shall constitute a quorum.

Sec. 5. Each national and international union and organizing committee and each local industrial union shall be entitled to one vote for each member. Each industrial union council shall be entitled to one vote.

Sec. 6. Each national or international union and organizing committee shall be entitled to the number of

delegates indicated in the following scale:

| | | |
|-------|---------------------|--------------|
| Up to | 5,000 membership, | 2 delegates |
| Over | 5,000 membership, | 3 delegates |
| Over | 10,000 membership, | 4 delegates |
| Over | 25,000 membership, | 5 delegates |
| Over | 50,000 membership, | 6 delegates |
| Over | 75,000 membership, | 7 delegates |
| Over | 100,000 membership, | 8 delegates |
| Over | 150,000 membership, | 9 delegates |
| Over | 200,000 membership, | 10 delegates |

Each local industrial union and industrial union council shall be entitled to one delegate. Local industrial unions may combine with other local industrial unions in a reasonable distance of one another and elect delegates to represent them.

Sec. 7. Any affiliate which, at the opening date of the convention, is in arrears to the Organization for per capita tax for two months or more shall not be entitled to representation to the convention.

Sec. 8. The number of members of each national and international union, organizing committee and local indus-

trial union for the purpose of the convention shall be determined as of the month preceding the month of the opening date of the convention. The Secretary shall submit to the convention a printed list showing the number of votes and delegates to which each affiliate is entitled.

Sec. 9. Questions may be decided by a division or show of hands. A roll call may be demanded by the delegates representing thirty (30) per cent or more of the total numbers of votes at the convention.

Sec. 10. Not less than 30 days prior to the opening of the convention, the Secretary shall furnish each affiliate with credential blanks in duplicate, which must be attested as required on the blanks. The duplicate shall be retained by the delegate, and the original sent to the Secretary, and no credentials shall be accepted later than ten days prior to the opening date of the convention.

Sec. 11. Prior to the opening date of the convention, the Executive

Board shall meet and constitute itself or a subcommittee as the Credentials Committee for the convention. Appeals from its decisions shall lie to the floor of the convention. The convention shall not be constituted for business until after the Credentials Committee shall have examined and reported on credentials of all delegates present at the scheduled time on the opening date of the convention.

Sec. 12. All members of the Executive Board who are not elected as delegates shall be ex-officio delegates to the convention with all the rights and privileges of elected delegates, but without vote.

Sec. 13. All resolutions, appeals, and constitutional amendments to be considered by the convention shall be sent not less than ten days prior to the the opening date of the convention to the Secretary, who shall sort and distribute them among the chairmen of appropriate committees.

Sec. 14. The President shall appoint, prior to the opening date of the convention and subject to the ap-

proval of the convention, such committees as are necessary to conduct the affairs of the convention. Such committees shall meet before the opening date of the convention and shall proceed to consider all resolutions, appeals, reports, and constitutional amendments submitted to the convention.

ARTICLE VIII.

Revenue.

Section 1. Each national and international union and organizing committee shall pay on or before the 15th of each month, for the preceding month, a per capita tax of five cents per member per month.

Sec. 2. Each local industrial union shall pay on the 15th of each month, for the preceding month, a per capita tax of fifty cents per member per month. The local industrial unions shall also pay to the Organization one-half of the initiation fee received by such local industrial union from its members, which payment to the

Organization shall in no case be less than \$1 per member.

Sec. 3. The Executive Board may exonerate any national and international union, organizing committee and local industrial union from the payment of per capita tax due to the Organization for any month for the members in good standing of such affiliate who are unemployed due to strike, lock-out or other involuntary cause.

Sec. 4. Each affiliate, upon the issuance of a certificate of affiliation, shall pay to the Organization the sum of \$25.

Sec. 5. Each industrial union council shall pay to the Organization an annual fee of \$25.

ARTICLE IX.

This constitution, except as otherwise provided, may be amended by a majority vote at the convention.

ARTICLE X.

This constitution shall become effective immediately upon its adoption.

[fol. 207]

COMPLAINANTS' EXHIBIT No. 3

AGREEMENT

Between

**Tennessee Coal, Iron and
Railroad Company**

And The

**United Steelworkers
of America**

**STEEL MANUFACTURING AND
BY-PRODUCT COKE PLANTS**

September 1, 1942

Birmingham, Alabama

This Agreement, dated September 1, 1942, (hereinafter referred to as the "1942 Agreement") is between Tennessee Coal, Iron and Railroad Company (hereinafter referred to as the "Company") and United Steelworkers of America, or its successor (hereinafter referred to as the "Union").

SECTION 1

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedure for prompt, equitable adjustment of alleged grievances to the end that there shall be no interruptions or impeding of the work, work stoppages or strikes or other interferences with production during the life of this Agreement.

It is understood and agreed that this Agreement pertains only to members of the Union employed in and about the Company's steel manufacturing and by-product coke plants.

The term "employee," as used in this Agreement, applies only to members of the Union, excluding salaried employees, foremen, assistant foremen, supervisors in charge of any classes of labor, watchmen, guards, and confidential clerical employees, regardless of method of compensation, (but not excluding other clerical employees on an hourly wage-rate basis).

SECTION 2—RECOGNITION

The Company recognizes the Union as the collective bargaining representative for those employees of the Company who are members of the Union. The Company recognizes and will not interfere with the right of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employees because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership; that employees will not engage in any Union activity either on Company time or with other employees while such employees are on Company time; and the Company may discipline any employee who shall be proved guilty of violating this provision. Any dispute as to the facts or as to the nature of the discipline imposed by the Company shall be adjusted in accordance with the provisions of Section 7—Adjustment of Grievances, including arbitration, if necessary, or the Company may elect to leave to the determination of an umpire the question of the nature of the discipline to be imposed.

SECTION 3—WAGES

- A. Effective February 15, 1942, in accordance with the "Directive Order" dated August 26, 1942, of the National War Labor Board, each employee shall receive in addition to the earnings received from existing hourly, tonnage, incentive and piece-work rates an amount of five and one-half cents (5½c) for each hour

worked or forty-four cents (44c) for each eight (8) hour turn.

Rates now in effect plus the five and one-half cents (5½c) per hour or forty-four cents (44c) per eight (8) hour turn, as above provided, shall remain in effect for the duration of this Agreement except as changes may be permissible and accomplished under Section 11.

- B. Trade apprentices in any plant of the Company shall receive not less than the minimum common labor rate, applicable at that plant, for each hour worked during the first period of the trade apprentice training program.
- C. Women employed to perform work on jobs heretofore performed by men shall receive the same pay for fully performing the same quantity and type of work. Any such jobs with respect to which either party may allege wage rate inequalities shall be subject to the provisions of Section 11.
- D. Effective August 26, 1942, pursuant to said "Directive Order," each employee (except apprentices and learners and other employees heretofore receiving less than the base labor rate) shall be guaranteed and shall receive for each day's work an amount equal to the minimum common labor rate for the particular plant involved, as above increased, multiplied by the number of hours worked by him on that day. If, however, such employee's fixed occupational hourly rate is greater than the above amount, the Company agrees and guarantees that he shall

receive for each day's work an amount which shall be not less than his fixed occupational hourly rate plus the addition provided in Paragraph A. of five and one-half cents ($5\frac{1}{2}c$) per hour, multiplied by the hours worked by him on that day. Further, in no case shall an employee receive for a given day less than the amount earned by him as a result of the application of piece-work, tonnage or incentive rates. The turn guarantee of incentive earnings shall not apply on an individual turn basis to those operations concerning which it is not possible to calculate such incentive earnings on the single turn basis, but shall in such cases apply on the smallest practicable number of eight (8) hour turns.

It is understood that as a result of the establishment of this minimum daily guarantee the Company may hereafter request negotiations for adjustments in the incentive, tonnage or piece-work rates. Such negotiations and any final decision relative to the adjustments, if any, shall be based upon the following assumptions and determined in the following manner:

(1) Although the Board (National War Labor Board) recognizes that the adoption of the minimum daily wage guarantee principle is bound to increase to some extent the wage costs of the Companies in that it will increase the weekly pay envelopes of some employees, nevertheless, it is to be understood that the negotiations between the parties over any necessary adjustments in the incen-

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tive, tonnage or piece-work rates shall proceed on the assumption that the Company will not have to bear any substantial direct additional wage costs.

(2) The employee's earnings for performing a given quantity and type of work will not be decreased due to the establishment of the minimum daily guarantee.

(3) The changed rate structure, if changed due to the establishment of the minimum daily guarantee, shall be so constructed as to provide for the same general ratio of labor costs to production as existed prior to the establishment of the minimum daily guarantee except for the five and one-half cents (5½c) per hour addition provided for in Paragraph A. above.

(4) If any changes in the rate structure are effected as a result of the foregoing negotiations, such changes shall become effective as of the date upon which the Union and Company agree upon said changes.

(5) In all cases where the Company and the Union, in the event negotiations are necessary, cannot agree concerning rate structure changes necessary to conform to this Paragraph D., the negotiations shall be conducted in accordance with the grievance procedure provided for in Section 7, including arbitration, if necessary.

SECTION 4—HOURS OF WORK

- A. This Section is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. This Section shall not be considered as any basis for the calculation of overtime.
- B. The normal work day shall be eight (8) consecutive hours of work and sixteen (16) hours of rest in a consecutive twenty-four (24)-hour period, except for rest periods in accordance with practices heretofore prevailing in the plants of the Company.
- C. The normal work week shall be five (5) consecutive work days followed by a rest period of forty-eight (48) consecutive hours within a period of seven (7) consecutive days; provided, however, that on shift changes the sixteen (16)-hour rest period within the work day need not be provided in addition to, but may be considered as a part of, the forty-eight (48) consecutive hour rest period.
- D. Should it be necessary, in the interest of efficient operations, to establish schedules departing from the normal work week, the grievance committee of the plant and the Management of the plant may, at the request of either party, confer to determine whether, based upon the facts of the situation, mutually satisfactory modified schedules can be arranged, but the final right to arrange working schedules rests with Management in or-

der to avoid adversely affecting operation of the plant.

E. Determination of the starting time of the daily and weekly work schedules shall be made by the Company and such schedules may be changed by the Company from time to time to suit varying conditions of the business; provided, however, that indiscriminate changes shall not be made in such schedules, and provided further that changes deemed necessary by the Company shall be made known to the plant representatives of the Union as far in advance of such changes as is possible.

F. It is agreed that diligent effort on the part of the Management should result in not less than eighty-five per cent (85%) of all employees being scheduled on the normal work week and Management agrees to furnish the grievance committee in each plant evidence of its performance in this respect from time to time as may be desired by the grievance committee. All schedules departing from the normal work week and mutually agreed to as provided in subsection D above shall be deemed to be included in the aforementioned eighty-five per cent (85%).

G. In recognition of the difficulties imposed upon Management through failure of employees to comply with working schedules, an employee reporting late for or absenting himself from work, without just cause, may be subject to discipline in accordance with the provisions of this Agreement. Employees shall, wherever

possible, give prior notice to the Company whenever they either report late or absent themselves from work.

SECTION 4-A—OVERTIME AND ALLOWED TIME

A. Purpose—This Section is intended to provide the basis for calculation of, and payment for, overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

B. Definition of terms—

1. **Week—**shall consists of any seven (7) consecutive days regularly used by the Company for the determination of the pay of the employees (which may or may not coincide with a week beginning at 12:01 a.m. Sunday or at the turn-changing hour nearest to that time).

2. **Overtime rates—**mean the rates for the overtime hours worked as provided in subsection C.

C. Conditions under which overtime rates shall be paid—

1. Except as provided in Paragraph 2 below, overtime rates shall be paid for
 - (a) hours worked in excess of eight (8) hours within the twenty-four (24)-hour period commencing with the time the employee begins work;

(b) hours worked in excess of forty (40) hours in a week;

(c) hours worked on days worked in excess of five (5) days in a week;

(d) hours worked on the sixth or seventh day of a seven (7) consecutive-day period during which the first five (5) days were worked, whether or not all of such days fall within the same week, except when worked pursuant to schedules mutually agreed to as provided for in subsection D of Section 4; provided, however, that no overtime will be due under such circumstances unless the employee shall notify his foreman of a claim for overtime within a period of one (1) week after such sixth or seventh day is worked. —or

(e) hours worked on holidays to the extent provided in Section 12, Holidays.

2. (a) Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Agreement and, to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions; provided, however, that when a holiday occurs on any day for which overtime would not other-

wise be paid, the hours worked on such holiday shall be counted as hours worked in determining overtime under the provisions of subsection C-1 above.

- (b) By mutual agreement between the plant grievance committee and the local plant management, employees who, due to personal reasons or operating emergencies, fail to complete the hours worked in the department in which they are employed within their scheduled five (5) days of work within the regularly scheduled work week may be permitted, if work is available in the department in which they are regularly employed; to make up within the regularly scheduled work week such time lost to a maximum of forty (40) hours without the payment of overtime rates.
- (c) Overtime shall be paid for at time and one-half the regular hourly rate for the occupation on which the overtime hours are worked, and for employees on an incentive, tonnage or piece-work basis, unless a rate for the position has been finally determined in accordance with the provisions of the daily minimum guarantee, the regular hourly rate will be the average hourly earnings for the week, and shall be arrived at by dividing the total amount earned (exclusive of overtime

premiums and allowed time provided in subsection D below) by the total actual hours worked during such week.

D. Conditions pertaining to allowed time—

1. Employees who are regularly scheduled or who are notified to report and who do report for work shall be paid, in the event no work for which they were scheduled or notified to report is available, for two hours' work at the rate in effect for the occupation at which they were scheduled or for which they were notified to report. At Management's discretion the employees scheduled or notified to report may be assigned to other substantially similar work for which they may be qualified in lieu of their being released. Should employees refuse such assignment, they shall not receive the two hours' reporting pay.
2. Employees who are scheduled or who are notified to report and actually begin work at the start of a turn, and work less than four hours, or are assigned or reassigned by Management to other substantially similar work, shall be paid for a minimum of four hours at the rate in effect for the occupation at which they began work. Should employees refuse such work, they shall only be paid for the actual time worked. Employees may be assigned to additional, substantially similar work beyond the 4-hour period; and employees so assigned to other

work shall be paid for the actual hours worked at the rate of pay for the occupation to which they were assigned.

8. Allowed time under the foregoing provisions shall not be included in the hours worked during the work day or the week for purposes of calculating overtime and likewise shall not be paid for at overtime rates. Hours actually worked under the foregoing provision shall be paid for at overtime rates only when they constitute overtime under the provision of subsection C-1 above. When the occupation for which the employees have reported for work or on which they have begun work is regularly paid on piece-work, tonnage or incentive basis, the pay for allowed time shall be at the rate for the position as finally determined in accordance with the provisions of the daily minimum guarantee and in the absence of such determination at the regular hourly rate arrived at by dividing the total amount earned for the week (exclusive of overtime premiums or allowed time) by the total actual hours worked during such week.

4. In the event that:

(a) strikes, work stoppages in connection with labor disputes, breakdowns of equipment, or failure of utilities, or acts of God interfere with work being provided, or

(b) an employee is not put to work or is laid off after having been

put to work, either at his own request or due to his own fault,

the provisions of this subsection D do not apply.

The provisions of this subsection D shall not apply in the event Management gives such reasonable notice, as determined by Management and the plant grievance committee, of a change in schedule or reporting time and that the employee scheduled or notified to report for work need not report.

SECTION 5—VACATIONS

Each employee who, prior to July 1, of the year 1942, and of each subsequent calendar year during the continuance of this Agreement, has been continuously in the employ of the Company for three or more years, shall receive during such calendar year one (1) week's vacation with pay, and each employee who has been continuously in the employ of the Company for fifteen (15) or more years shall receive two (2) weeks' vacation with pay.

A one (1) week's vacation shall consist of seven (7) consecutive days and a two (2) weeks' vacation of fourteen (14) consecutive days; provided, however, that in the event the orderly operations of the plant require, the two (2) weeks' vacation may, by mutual agreement, be taken in two (2) periods of seven (7) consecutive days each.

Continuous service shall be determined by the employee's first employment in any plant of the Company and in accordance with the provisions for determination of continuous service as set forth under Section 6 hereof.

Promptly after the commencement of each calendar year each eligible employee shall be requested to specify the vacation period he desires. Vacations will, so far as possible, be granted at times most desired by employees (longer service employees being given preference as to choice), but the final right to allot vacation periods, and the right to change such allotments, is exclusively reserved to the Company in order to insure the orderly operation of the plants.

It is understood and agreed that a temporary shutdown in any department, for any reason, between June 1 and October 1, unless other periods are mutually agreed upon, may be designated as comprising the vacation period for any employees of the department who are qualified to receive vacation privileges.

Each employee granted a vacation will be paid at his average rate of earnings per hour for the first two of the three closed and calculated pay periods immediately preceding the actual vacation period. If the employee did not work in the two (2) pay periods defined above, he shall be paid at his average rate of earnings per hour for the last two (2) closed and calculated pay periods worked preceding the vacation period. For the purposes of this Section, "pay period" shall mean a two (2)-week period or a semi-monthly period. Hours of pay for each vacation week will be the average hours per week worked by the employee during the two (2) pay periods as defined above, but not less than forty (40) hours per week nor more than forty-eight (48) hours per week.

It is agreed that the intent of this Section is to provide vacations to eligible employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings in at least sixty (60) per cent of the pay periods within the period intervening between July 1 of each calendar year.

Notwithstanding the employee's accumulation of three or more years' continuous service and his eligibility therefore for vacation, the requirement of earnings in a minimum of sixty (60) per cent of the pay periods shall be in addition to such service eligibility.

The Union and the Company agree that their mutual objective is the attainment of maximum production and the expedition of the War Program, and that if, in the opinion of Management, this vacation program would interfere with the attainment of this objective, any eligible employee may be required, at the option of the Company, to continue work and receive a vacation pay in lieu of actual vacation from work. The vacation pay due such employee will be his average earnings per hour times the average weekly hours for the first six (6) months of the calendar year, provided that this provision shall not apply to the year 1942 for vacations determined at the date of this Agreement. The hours of vacation pay due such employee for each vacation week shall not be less than forty (40) hours per week nor more than forty-eight (48) hours per week. Pay due such employees shall be included with the first pay in October. However, it is the intent that, to the greatest degree possible, in

Management's judgment, eligible employees shall receive the benefit of vacation from work.

No employee shall be eligible to receive any benefits under this Section if he resigns from the employment of the Company or if he is discharged.

SECTION 6—SENIORITY

It is understood and agreed that in all cases of:

1. Promotion, (except promotions to positions excluded under the definition of "employees" in Section 1 hereof) the following factors as listed below shall be considered; however, only where factors "a" and "b" are relatively equal shall length of continuous service be the determining factor:
 - a. Ability to perform the work;
 - b. Physical fitness;
 - c. Continuous service.
2. Increase or decrease in forces—the following factors as listed below shall be considered; however, only where both factors "a" and "b" are relatively equal shall continuous service be the determining factor:
 - a. Ability to perform the work;
 - b. Physical fitness;
 - c. Continuous service.

Determination of the units of operation within a given plant to which the above fac-

tors shall be applied shall be made, when required by either party, by local agreement between the Management and the grievance committee at each plant.

It is agreed that the computation of length of continuous service shall be based on the United States Steel and Carnegie Pension Fund Rules for service continuity for all service up to and including March 31, 1941, which service shall be the total accumulated service as of that date and as provided under the Pension Fund Rules referred to above. Effective April 1, 1941, length of continuous service shall be calculated from that date or from subsequent date of hiring in accordance with the following provisions:

1. There shall be no deduction of any time lost which does not constitute a break in continuity of service. Continuous service is broken by:
 - a. Voluntarily quitting the service.
 - b. Absence due to discharge, termination, suspension or leave of absence, any of which continues for more than six (6) months, or
 - c. Absence due either to layoff or to disability or both which continues for more than two years; provided, however, that employees injured while on duty shall accumulate credit for continuous service until the termination of the period for which statutory compensation is payable.

New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first

three (3) months of their employment and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by Management, provided that this provision will not be used for purposes of discrimination because of membership in the Union. Probationary employees continued in the service of the Company subsequent to three (3) months from date of original hiring shall receive full continuous service credit from date of original hiring.

It is recognized that, due to war emergencies, new plant or department capacities may be added or expanded, necessitating transfer of employees. It is agreed that problems arising out of the transfer of employees, or the retransfer of employees from new plants to the plants or departments from which they were originally transferred, or the transfer of employees from discontinued departments or plants to new plants or departments within the same operating district, are matters for which adjustment shall be sought between local plant management and local grievance committees.

SECTION 7—ADJUSTMENT OF GRIEVANCES

The procedural steps for the settlement of grievances hereinafter set forth represent a general standard which may be modified at any plant by agreement between the Management and the Union if the modifications agreed upon are in keeping with a procedure best suited for the orderly and expeditious settlement of grievances at the plant in question.

The procedure under this Section is available to either the Company or the Union for the presentation and settlement of grievances arising hereunder.

The grievance committee for each plant shall consist of not less than three employees of that plant and not more than ten such employees designated by the Union who will be afforded such time off without pay as may be required:—

- 1. to attend regularly scheduled committee meetings, which shall be held not less than once each month (unless by agreement between the grievance committee and the plant Management no monthly meeting is required),**
- 2. to attend meetings pertaining to discharge or other matters which cannot reasonably be delayed until the time of the next regular meeting, and**
- 3. to visit departments other than their own at all reasonable times for the purpose of transacting the legitimate business of the grievance committee after notice to the head of the department to be visited and permission from their own department head, or his designated representative.**

The actual number of members of the grievance committee at each plant shall be mutually agreed upon between the General Superintendent of the plant and the Union. The grievance committeemen shall be selected by the Union from the plant divisions or departments which they are to represent. However, in no case shall there be more than

one grievance committeeman selected from any department or plant division.

The parties agree that in the interest of proper disposition of grievances there may be appointed assistant grievance committeemen who shall aid the grievance committee established hereunder.

Such assistants shall be appointed by the Union at any plant where the grievance committee feels there is need for such appointment and the number of such assistants shall not exceed the totals indicated in the following table:

One per 200 employees in plants of 5,000 and under.

One per 300 employees in plants of over 5,000 and up to 10,000.

One per 400 employees in plants of over 10,000 and up to 15,000.

One per 500 employees in plants of 15,000 and over.

The parties agree that the allocation of such assistants to plant departments, subdivisions, or groupings thereof shall be determined by mutual agreement between the Management and grievance committee at each plant subject to the following:

1. The duties of the assistant grievance committeeman shall be limited to the handling of grievances within the geographical boundaries of the department, subdivision, or groupings thereof from which he is selected and in which he is appointed to serve.

2. The assistant grievance committeeman shall be limited in the handling of grievances to the precedural steps 1 and 2 set forth hereafter.

3. Upon reasonable notice to and approval by his immediate supervisor, the assistant grievance committeeman will be afforded such time off without pay, as may be required for the purpose of investigating the facts essential to the settlement of any grievance and the disposition thereof.

Should differences arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or as to any question relating to the wages, hours of work and other conditions of employment of any employee, there shall be no interruption or impeding of the work, work stoppages, strikes or lockouts on account of such differences, but an earnest effort shall be made to settle the matter promptly in the manner hereinafter outlined.

Any employee who believes that he has a justifiable request or complaint may discuss the request or alleged complaint with his foreman, with or without the assistant grievance committeeman or grievance committeemen being present, as he may elect, in an attempt to settle same. Any request or complaint not disposed of shall constitute a grievance within the meaning of this Section, "Adjustment of Grievances."

Step 1. The employee, if dissatisfied with the disposition of the request or complaint as presented to his foreman, may have his alleged grievance presented to his foreman

by the assistant grievance committeeman or his grievance committeeman with or without the employee being present, as the employee may elect. The grievance presented in this step shall be set forth in writing on appropriate forms and the foreman shall be required to answer the complaint within three days exclusive of Sundays and holidays from date of presentation in such written form.

The grievance form shall be dated and signed by the employee and grievance committeeman or assistant grievance committeeman and two copies given the foreman, who will insert his disposition, sign and date same, returning one copy to the grievance committeeman or assistant grievance committeeman.

Step 2. An employee desiring to appeal his grievance to the department superintendent shall do so within ten (10) days, exclusive of Sundays and holidays, after return from the foreman of the grievance form with the foreman's disposition noted thereon. Grievances thus appealed shall be discussed in an attempt of settlement at a mutually convenient time between the grievance committeeman or his assistant and the superintendent of the department or his representative. The discussion and disposition of the grievance shall occur not more than ten (10) days, exclusive of Sundays and holidays, subsequent to the date that the superintendent of the department was presented with the grievance form representing an appeal from the foreman's decision. The disposition of the grievance by the superintendent and the date thereof shall be record-

ed on the employee's and the superintendent's copies of the grievance form.

Step 3. In the event no satisfactory settlement of the grievance is arrived at in Step 2 of this procedure, the grievance committee may present the grievance to the General Superintendent of the plant or his representative at the next regular monthly meeting of the grievance committee. Grievances to be discussed at such regular monthly meeting shall be listed on agenda forms by the grievance committee and the Management and copies of such forms shall be exchanged not less than three days before such meeting. Grievances not listed in the agenda shall not be discussed at said grievance meeting except as mutually agreed upon. Grievances on the agenda or evidence not previously discussed in Steps 1 and 2 hereof may be referred back for such discussion unless the grievances relate to matters general in character which cannot be settled by individual foremen or departmental superintendents. Nothing in this Step 3 shall preclude additional meetings, as there may be mutual recognition of such need in accordance with the intent of this Section.

Grievances to be discussed at such meetings may be fully investigated by a member of the grievance committee who shall be afforded such time off without pay as may be necessary for purposes of such complete investigation, which time off shall occur between the date of filing of the grievance in Step 1 hereof and its discussion at the meeting herein referred to.

Grievances discussed in such meeting and not settled shall be answered in writing by plant management not later than ten (10)

days, exclusive of Sundays and holidays, after the date of such meeting unless by mutual agreement a different date for disposition is agreed upon.

Grievances not appealed from the disposition in the meeting within ten (10) days thereof, or not appealed within ten (10) days from the date of the written answers as above provided shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Minutes of all Step 3 meetings shall be prepared by the Superintendent of Industrial Relations, jointly signed by the Chairman or Secretary of the grievance committee and the Superintendent of Industrial Relations, and two copies of such minutes shall be handed the grievance committee not later than ten (10) days following the date on which the meeting was held, or the date on which the written decision was made. Minutes shall be typed and shall conform essentially to the following outline.

- a. Date and Place of Meeting.
- b. Names and Positions of those present and those absent.
- c. Identifying number and description of each grievance discussed.
- d. Brief statement of Union position.
- e. Brief statement of Company position.
- f. Summary of the discussion.
- g. Decision reached.
- h. Statement of concurrence in or exceptions to decision.

i. Statement as to whether decision accepted or rejected.

Step 4. Grievances not satisfactorily settled in Step 3 may be appealed for discussion in an attempt to reach a mutually satisfactory settlement between the representative of the International Union certified to the Management in writing and the representative of the Company, similarly certified by the Company.

Written notice of appeal shall be served by either representative designated above on the other prior to the expiration of ten (10) days following disposition in Step 3 hereof. Such notice shall state subject matter of grievance, identifying number and objections taken by either party to previous dispositions.

Either party may request a further statement of facts to be made available not later than three (3) days preceding the date set for the Step 4 meeting and either party may produce witnesses who, being familiar with the facts involved, may aid in a solution of the problem. In the interest of expeditious and unprejudiced handling of grievances, it is intended that attendance at Step 4 meetings shall be limited to the representative of the Company and the representative of the Union, unless otherwise mutually agreed upon in advance of the meeting. Witnesses desired by either party shall be available as needed, but shall be restricted as to attendance to the time required for their testimony. Further, no employee grievances shall be permitted to progress into this step

without review by the District Union Executive.

Step 5. Whenever either party concludes that further conferences in Step 4 cannot contribute to settlement of the grievance, such grievance may be appealed by either party to an impartial umpire to be appointed by mutual agreement of the parties hereto within fifteen (15) days following receipt by either party of a written request for such appointment. The decision of the umpire shall be final. The expense and salary incident to the services of the umpire shall be shared equally by the Company and the Union. Awards or settlement of grievances may or may not be retroactive as the equities of each case (discharge cases excepted) may demand, but in no event shall any award be retroactive beyond the date on which the grievance was first presented in written form in Step 1 of this procedure.

An umpire to whom any grievance shall be submitted in accordance with the provisions of this Section shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of such grievance, but he shall not have jurisdiction or authority to alter in any way the provisions of this Agreement.

It is agreed by the parties hereto that procedure provided in this Section, if followed in good faith by both parties, is adequate for fair and expeditious settlement of any grievances arising in any plant of the Company. It is understood and agreed that grievances to be considered must be filed promptly after

the occurrence thereof. It is further understood that an interruption or impeding of the work, stoppage, or strike on the part of the Union, or a lockout on the part of the Company shall be a violation of this Agreement, and that under no circumstances shall the parties hereto discuss the grievance in question or any other grievances while the work interruption, impeding or suspension of work is in effect. It is further agreed that, if this procedure is not followed and as a result of such failure an interruption or impeding of the work, stoppage or strike occurs, the offending person or persons refusing to resume normal work may be suspended and later discharged from the employ of the Company in accordance with Section 9 of this Agreement, provided, however, that prior to such discharge the Company will provide a list of names, check numbers and addresses of employees considered by it to be involved to the representatives of the Union in the District in which the plant is located.

SECTION 8—MANAGEMENT

The Management of the works and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided that this will not be used for purposes of discrimination against any member of the Union.

SECTION 9—DISCHARGE CASES

In the exercise of its rights as set forth in Section 8, Management agrees that a member of the Union shall not be peremptorily discharged from and after the date hereof, but that in all instances in which Management may conclude that an employee's conduct may justify suspension or discharge, he shall be first suspended. Such initial suspension shall be for not more than five (5) calendar days. During this period of initial suspension the employee may, if he believes that he has been unjustly dealt with, request a hearing and a statement of the offense before his department head with an assistant grievance committeeman or grievance committeeman present as he may choose, or the General Superintendent, or the Manager of the Plant with or without the member or members of the grievance committee present, as he similarly may choose. At such hearing the facts concerning the case shall be made available to both parties. After such hearing Management may conclude whether the suspension shall be converted into discharge or, dependent upon the facts of the case, that such suspension may be extended or revoked. If the suspension is revoked the employee shall be returned to employment and receive full compensation at his regular rate of pay for the time lost, but in the event a disposition shall result in either the affirmation or extension of the suspension or discharge of the employee, the employee may within five (5) days after such disposition allege a grievance which shall be handled in accordance with the procedure of Section 7—"Adjustment of

Grievances." Final decision on all suspension or discharge cases shall be made by the Company within five (5) days from the date of filing of the grievance, if any. Should it be determined by the Company or by an umpire in accordance with Step 5 of the grievance procedure that the employee has been discharged or suspended unjustly, the Company shall reinstate the employee and pay full compensation at the employee's regular rate of pay for the time lost.

SECTION 10—SAFETY AND HEALTH

The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with the practices now prevailing in each separate plant. Proper heating and ventilating systems shall be installed where needed.

SECTION 11—RATE ESTABLISHMENT AND ADJUSTMENT

It is recognized that changing conditions and circumstances may from time to time require adjustment of wage rates or modification of wage rate plans because of alleged inequalities, development of new manufacturing processes, changes in the content of jobs, or improvements brought about by the Company in the interest of improved meth-

ods and product. Under such circumstances the following procedure shall apply:

1. When a bona fide new job or position is to be established:
 - a. Management will develop an appropriate rate by the regular procedure in effect in the Company.
 - b. Such procedure having been conformed to, the rate proposals so developed will be explained to the grievance committee with the objective of obtaining their agreement to the installation of the proposed rate, or, to the installation of the proposed rate for an agreed upon period which will serve as a trial period. Management may thereupon establish the rate and it may subsequently be subject to adjustment as provided in paragraph c below.
 - c. Grievances may be alleged by either the employees or management concerning such rates as follows: In the event there has been no agreement as to the rate to be installed, it shall be considered as if a grievance had been filed in writing on behalf of all employees covered by such rate as of the date of the installation of the rate and the employee commencing to work. No such grievance may be progressed under the provisions of Section 7 hereof until after the lapse of a reasonable period, which may vary with the type of operation or equipment to

which the new rates apply, provided that unless a greater period has been agreed upon, such reasonable period shall not exceed three months.

If the grievance filed hereunder cannot be satisfactorily adjusted by mutual agreement, the question as to the equity of such rates in relation to the plant rate structure or such company rate structure as may result from Paragraph 2 hereunder and the requirements of the job or position as established by sound industrial engineering procedures may be appealed to an impartial umpire in accordance with Section 7—"Adjustment of Grievances," and while the umpire may make an award retroactive to the date the grievance was filed, in the absence of an agreed upon trial period the umpire shall be charged in all such cases with considering in any determinations the necessity and equity of a rate trial and experimental period so as to enable Management to figure a correct rate for new jobs, and these equities as well as the equities to the employees shall be fully considered by the umpire in the case of retroactive awards.

2. Wage Inequalities.

It is alleged by both parties hereto that certain inequalities exist in the wage rates now in effect in plants of the Company and is the desire of the parties to eliminate

such inequalities and to provide an equitable rate balance. To accomplish this end, the parties hereby agree:

- a. There shall be established a joint commission to consist of seven (7) representatives of the Union and an equal number of representatives of the Company and certain affiliated Companies. One representative of the Union and one representative of the Companies shall be members at large. The joint commission shall immediately initiate a study for the purpose of agreeing upon a formula by which wage-rate inequalities in the Company may be determined, this formula to form the basis upon which a fair and equitable rate structure within the Company may be agreed upon and adjusted without any substantial increase in the Company's total payroll cost or prejudice to the Company's competitive position. The Company agrees to make available to the joint commission such information as may be necessary for a complete understanding of job evaluation rate development and determination and to permit the joint commission to develop a reasonable plan to accomplish the purposes of this Section.
- b. The joint commission shall report back to a joint collective bargaining conference of representatives of the Union and representatives of the Companies represented on such joint

committee on or before November 1, 1942, and shall furnish to the conference a formula and specific recommendations for the establishment and maintenance of an equitable wage-rate structure within the Company.

- c. It is agreed that, pending the report of the joint commission to the joint conference, wage-rate grievances under the grievance procedure provided in this Agreement (unless arising because of conditions set forth under Section 11, Subdivisions 1 and 3 of this Agreement) will be deferred as to settlement and neither the Union nor the Company will present any grievances based upon alleged existing wage-rate inequalities, but such delay shall be without prejudice to the rights of either party.
- d. In the event that the collective bargaining conference fails to adopt the report and recommendations of the joint commission and no agreement is reached by said conference with respect to wage-rate inequality adjustments, this Section shall have no further effect and both parties hereto will have all rights and privileges that would have been available to them had this Section not been agreed upon both in collective bargaining between the parties and in the event of disagreement, in the presentation of any issue arising

hereunder to the National War Labor Board.

3. When changes are made in equipment, method of processing, material processed, or quality or production standards which would result in a substantial change in job duties or requirements; or where over a period of time an accumulation of minor changes of this type have occurred which, in total, have resulted in a substantial change in job duties or requirements, adjustments of hourly, incentive, and tonnage rates may be required, provided, however, that during such period as the provision of part 2-c of this Section shall apply no grievance shall be alleged under this paragraph and no adjustments of hourly, incentive, or tonnage rates because of conditions described in this paragraph shall be made and no new hourly, incentive, or tonnage rates shall be applied except that when new operations, new departments, or new plants coming into production require such rates to be established they shall be established where necessary and in the following manner:

- a. In such cases Management will follow the procedure outlined in 1-a above. In addition, the rate proposals so developed will be fully explained to the Union representatives with the objective of obtaining their agreement to the proposals on the basis of equity. Negotiations may be instituted by the grievance committeemen representing affected employees or by Management. If subsequent rate studies are necessary, Management will acquaint the Union

grievance committeeman or committee regarding such study and seek their cooperation. When the study has been completed and the proposed new rates computed, Management representatives will again confer with the committeeman or committee and fully explain the study. The procedure involved in explanation and negotiations will be that procedure outlined in Section 7 of the Agreement under which the first contacts will be with the foreman, with negotiations continuing through the successive steps of such procedure.

- b. Should Management and Union representatives fail to reach an agreement as to rates, they shall then endeavor to arrive at an agreement for the installation of the proposed rates for three-months' or otherwise agreed upon period which will serve as a trial or experimental period. At the conclusion of the trial or experimental period the results of the study and the related facts and the experience accumulated will (if formally requested in writing by Management or the Union representatives within 30 days thereafter) be further reviewed jointly by Management representatives and the Union for the purpose of making such further adjustment as the facts and experience accumulated warrant. Any adjustment of rates agreed to during the trial or experimental period shall be

effective as of the date immediately following the completion of such trial or experimental period.

- c. In the absence of agreement in accordance with the provisions of "b" above, Management may establish the new rates and the Union may carry the grievance through all steps of the contract procedure established for the settlement of grievances for determination as to whether the earnings received by the employees from the new rates have resulted in a lowering of the rates applicable to them under Section 3 of this Agreement or a failure to provide proper compensation for such increased effort, if any, brought about by the changes in the job duties or requirements.

SECTION 12—HOLIDAYS

The following days shall be considered holidays:

July 4th,
Labor Day, and
Christmas.

On these holidays there shall normally be no regular production work except in cases of continuous operations, or during periods of national emergency.

Employees not engaged in continuous operations, (and, during the present national emergency, all employees) if required to work on the holidays herein enumerated,

shall be paid at the rate of time and one-half for all hours worked.

If, by reason of holiday observance, an employee otherwise scheduled to work on the day on which such holiday occurs is not required to work on that day, but is required to work what would have been his sixth day of work had he worked on such holiday, he shall be paid at the rate of time and one-half his regular rate of pay for hours worked on such day; where such hours are worked by mutual agreement between plant management and the grievance committee, the regular rate of pay shall apply.

SECTION 13—MILITARY SERVICE

A. Except as shall be otherwise provided by law or by agreement in writing between the parties hereto, should any employee (other than a temporary employee) at a plant, who has entered or shall enter the military or naval service of the United States be honorably discharged from such service, and shall within forty (40) days after such discharge therefrom apply to the Company in writing for reemployment at such plant, for the purposes of Section 6 of this Agreement, his record of continuous service at that plant shall be deemed not to have been broken by his absence on such military or naval service and, on the basis of said seniority, (determined in accordance with the provisions of said Section 6) he shall be entitled to reemployment at such plant, if and when work for which he shall be qualified to perform shall be available there in an occupation

of like status and pay, and provided that he shall be given preference over any other employee with less seniority as so determined by said Section 6. If an employee so applying for reemployment shall so request, he shall be granted a leave of absence without pay not to exceed sixty (60) days before he shall return to work.

B. If an employee who would otherwise have been entitled to a vacation with pay, or in lieu thereof to vacation pay, under the provisions of Section 5 of this Agreement, during the calendar year in which he shall enter the military or naval service of the United States before he shall have taken such vacation, or before he shall have accepted vacation pay in lieu of a vacation, he shall be paid an amount equal to the vacation pay which he would have been entitled to receive for the period of such vacation.

SECTION 14—PRIOR AGREEMENT

This 1942 Agreement terminates the Agreement of April 1, 1941, between the parties, and no grievances, alleged because of conditions existing while said 1941 Agreement was in effect, unless such conditions continue in effect, shall be presented for adjustment under either the 1941 or 1942 Agreement, except that grievances which as of the date of this 1942 agreement have been submitted in writing and are in the process of being adjusted under the grievance procedure under the 1941 Agreement may be considered under the grievance procedure set forth in this 1942 Agreement and settled in accordance with the applicable provision of

the 1941 Agreement in effect at the time the grievances were alleged.

SECTION 15—TERMINATION DATE

The terms and conditions of this Agreement shall continue in effect until changed or terminated, as follows:

- a. Either party may at any time and from time to time give ten (10) days' written notice to the other party of the time for the commencement of a conference of the parties for the purpose of negotiating the terms and conditions of a change of the 1942 Agreement, which conference shall be at the office of the Company in Birmingham, Alabama, unless otherwise mutually agreed, and
- b. If, because of failure to agree, the 1942 Agreement is not changed by a written Agreement entered into by the Company and the Union within thirty (30) days from the giving of said notice, then the 1942 Agreement and all of the provisions thereof, shall terminate upon the expiration of thirty (30) days from the giving of said notice.

The foregoing provisions of this section shall not be construed as an agreement on the part of the Company, either expressly or by implication, to conform any provision of this agreement, retroactively or otherwise, to the provisions of any other agreement which the Union may have made or may hereafter make with any other company in the steel industry.

The parties agree that this agreement is

one for the period of time between the date hereof and a date which is 30 days following the serving of notice hereunder.

Notice hereunder shall be given by registered mail, be completed by and at the time of mailing, and if by the Company, be addressed to United Steelworkers of America, Commonwealth Building, Pittsburgh, Pennsylvania, and if by the Union, be addressed to the Company at Brown-Marx Building, Birmingham, Alabama. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

**UNITED STEELWORKERS OF
AMERICA**

By **PHILIP MURRAY**
President

By **DAVID J. McDONALD**
Secretary-Treasurer

By **CLINTON S. GOLDEN**
Assistant to President

By **VAN A. BITTNER**
Assistant to President

By **LEE PRESSMAN**
General Counsel

By **THOMAS M. HOWARD**
Member, Contract Committee

By **HENDERSON TINNEY**
Member, Contract Committee

By **NOEL R. BEDDOW**
Southern Director

By **R. E. FARR**
President, District No. 36

**TENNESSEE COAL, IRON AND
RAILROAD COMPANY**

By ROBT. GREGG

President

By THOS. CHALMERS

Vice President, Operations

By W. J. KELLY

Acting Manager, Industrial Relations

SUPPLEMENTAL AGREEMENT

In connection with the agreement between the parties dated September 1, 1942, (hereinafter called the "1942 Agreement"), the parties agree that if as a result of an investigation conducted or to be conducted by the National Labor Relations Board upon petition for certification filed by the Union on August 3, 1942; the Union is certified as the exclusive bargaining representative of the employees of the Company (as defined in the attached Section 1), the attached Sections 1, 2 and 2-A shall be deemed to be included and shall be physically incorporated in said 1942 Agreement in substitution of Sections 1 and 2 thereof which shall be deemed to be excluded and shall be physically deleted therefrom, as of the date of such certification, without any further act on the part of either of the parties to the 1942 Agreement. It is understood that the fifteen (15) day period referred to in Paragraph (a) of said Section 2-A shall commence on the day after the date of such certification.

Dated September 1, 1942.

UNITED STEELWORKERS OF AMERICA

By **PHILIP MURRAY**
President

By **DAVID J. McDONALD**
Secretary-Treasurer

By **CLINTON S. GOLDEN**
Assistant to President

By **VAN A. BITTNER**
Assistant to President

By **LEE PRESSMAN**

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By **NOEL R. BEDDOW**

Southern Director

By **R. E. FARR**

President, District No. 36

TENNESSEE COAL, IRON AND RAILROAD COMPANY

By **ROBT. GREGG**

President

By **THOS. CHALMERS**

Vice President, Operations

By **W. J. KELLY**

Acting Manager, Industrial Relations

SECTION 1

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedure for prompt, equitable adjustment of alleged grievances to the end that there shall be no interruptions or impeding of the work, work stoppages or strikes or other interferences with production during the life of this Agreement.

The term "employee," as used in this Agreement, applies to all employees of the

Company employed in and about the Company's steel-manufacturing and by-product coke plants, excluding salaried employees, foremen, assistant foremen, supervisors in charge of any classes of labor, watchmen, guards, and confidential clerical employees regardless of method of compensation, (but not excluding other clerical employees on an hourly wage-rate basis) for whom the Union is, or may be during the life of this Agreement, certified by the National Labor Relations Board as the exclusive collective bargaining representative.

SECTION 2—RECOGNITION

The Company recognizes the Union as the exclusive collective bargaining representative for all of the employees of the Company as defined in Section 1.

The Company recognizes and will not interfere with the right of its employees to become members of the Union. The Union agrees that neither it nor any of its officers or members will engage in any union activity on Company time or will engage other employees in any union activity while such employees are on Company time; and the Company may discipline any employee who shall be proved guilty of violating this provision. Any dispute as to the facts or as to the nature of the discipline imposed by the Company shall be adjusted in accordance with the provisions of Section 7—Adjustment of Grievances, including arbitration, if necessary, or the Company may elect to leave to the determination of an umpire the question of the nature of the discipline to be imposed.

SECTION 2 A—MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

The following provisions are included in this Agreement pursuant to the "Directive Order" dated August 26, 1942, of the National War Labor Board in Case No. 364 involving the parties hereto:

In order to secure the increased production which will result from greater harmony between workers and employers and in the interest of increased cooperation between union and management which cannot exist without a stable and responsible union, the parties hereto agree as follows:

(a) All employees who, fifteen days after the date of said Directive Order (and as to employees for whom the Union may hereafter be certified during the life of this Agreement as the exclusive collective bargaining representative, fifteen days after the date of any such certification), are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become such members, shall, during the life of this Agreement as a condition of employment, remain members of the Union in good standing.

(b) The Company, for said employees, shall deduct from the first pay of each month the Union dues for the preceding month of one dollar (\$1.00) and promptly remit the same to the International Secretary-Treasurer of the Union. The initiation fee of the Union of three dollars (\$3.00) shall be de-

ducted by the Company and remitted to the International Secretary-Treasurer of the Union in the same manner as dues collections.

(c) The Union shall promptly furnish to the National War Labor Board and to the Company a notarized list of members in good standing fifteen days after the date of said Directive Order. If any employee named on that list asserts that he withdrew from membership in the Union prior to that date and any dispute arises, the assertion or dispute shall be adjudicated by an arbiter appointed by the National War Labor Board whose decision shall be final and binding upon the Union and the employee.

(d) The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union), the dispute shall be regarded as a grievance and shall be handled in accordance with the procedure set forth in Section 7 hereof for the adjustment of grievances, including arbitration, if necessary.

There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employees because of membership in the Union.

In order to enable the Company to comply with the foregoing provisions, the list of members in good standing of the Union to be

furnished to the Company in accordance with paragraph (c) above shall show separately for each plant the name and address and, insofar as the information shall be available to the Union, the department symbol and check number of each such member. Thereafter, on or before the last day of each month, the Union shall submit to the Company a notarized list showing separately for each plant the name and address, department symbol and check number of each employee who shall have become a member in good standing of the Union since the last previous list of members of the Union in good standing was furnished to the Company and showing the amount of any initiation fee to be deducted from the wages of such employee for the succeeding month and the first month (which shall not be earlier than the month following the one in which the list was submitted) for which Union dues of one dollar (\$1.00) are to be deducted from the wages of such employee in accordance with paragraph (b) above. The Union shall also furnish to the Company a certificate of its President or other qualified officer showing the name and address of the International Secretary-Treasurer of the Union to whom the amounts so deducted are to be remitted.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon certified lists furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Section.

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[fol. 207a] COMPLAINANTS' EXHIBIT No. 4

AGREEMENT

BETWEEN

**TENNESSEE COAL, IRON AND
RAILROAD COMPANY**

AND THE

**UNITED STEELWORKERS OF
AMERICA**

(Local Union No. 2210)

●
SALARIED EMPLOYEES

**Manufacturing Division
Ore Mines and Quarries Division
Coal Mines Division
Rail Transportation Department**

●
**JUNE 4, 1943
BIRMINGHAM, ALABAMA**

AGREEMENT

BETWEEN

**TENNESSEE COAL, IRON AND
RAILROAD COMPANY**

AND THE

**UNITED STEELWORKERS OF
AMERICA
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●
SALARIED EMPLOYEES

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●
**JUNE 4, 1943
BIRMINGHAM, ALABAMA**

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This Agreement, dated June 4, 1943, is between Tennessee Coal, Iron and Railroad Company (hereinafter referred to as the "Company") and United Steelworkers of America, or its successor, on behalf of Local Union No. 2210 (hereinafter referred to as the "Union").

SECTION 1.

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedure for prompt, equitable adjustment of alleged grievances to the end that there shall be no interruptions or impeding of the work, work stoppages or strikes or other interferences with the operations of the Company during the life of this Agreement.

The term "employee," as used in this Agreement, applies to all employees compensated on a salaried basis employed in the Manufacturing Division, Ore Mines and Quarries Division, Coal Mines Division, and Rail Transportation Department, exclusive of classifications of supervisors (supervisors in charge of any classes of labor), administrative and confidential employees, professional and technical (including in these terms occupations such as Draftsman, Designer and Checker, Checker, Detailer, Tracers, Necessity Certificate Analyst, Estimators, Lubricating Engineer, Meter Technician, Boiler Inspector, Testing Engineer, Junior Engineer, Combustion and Instrument Man, Research Engineer, Electrical Engineer, Electrical Construction Coordinator,

Laboratory Mechanician, Trinsitman, Office Engineer, Levelman, Rodman, Steam Engineer, Fuel Engineer, Metallurgist, Testing Engineer, Observer, Technical Assistants, Pyrometrists, Temperature Recorder, Brinnell Hardness Tester, Metallographist, Sampler, Claims and Retreat Man, Chemist, and Sampler) employees, watchmen and guards, and trainees, etc., who do not occupy regular salaried positions not otherwise excluded, as well as all employees in the General Office located in the Brown Marx Building, for whom the Union has been certified by the National Labor Relations Board as the exclusive collective bargaining representative.

SECTION 2—RECOGNITION.

The Company recognizes the Union as the exclusive collective bargaining representative for all of the employees of the Company as defined in Section 1.

The Company recognizes and will not interfere with the right of its employees to become members of the Union. The Union agrees that neither it nor any of its officers or members will engage in any union activity on company time or will engage other employees in any union activity while such employees are on company time; and the Company may discipline any employee who shall be proved guilty of violating this provision. Any dispute as to the facts or as to the nature of the discipline imposed by the Company shall be adjusted in accordance with the provisions of Section 7—Adjustment of Grievances, including arbitration, if necessary, or the Company may elect to leave to the determination of an umpire the question of the nature of the discipline to be imposed.

SECTION 2-A—MAINTENANCE OF MEMBERSHIP AND CHECK-OFF.

The National War Labor Board, in its decision in Case No. 364 issued on August 26, 1942, has heretofore ordered the Company to include in its contract with the Union covering certain of its hourly wage rate employees, provisions relating to maintenance of membership and check-off. The Company agrees to accept, subject to all terms and conditions referred to in the above decision, for a period of this contract only similar provisions embodying maintenance of membership and check-off and therefore agrees with the Union as follows:

(a) All employees who, fifteen (15) days after the date of this Agreement are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and those employees who may thereafter become such members, shall, during the life of this Agreement as a condition of employment, remain members of the Union in good standing.

(b) The Company, for said employees, shall deduct from the first pay of each month beginning with the month of July, 1943. the Union dues for the preceding month of one dollar (\$1.00) and promptly remit the same to the International Secretary-Treasurer of the Union. The initiation fee of the Union of three dollars (\$3.00) shall be deducted by the Company and remitted to the International Secretary-Treasurer of the Union in the same manner as dues collections.

(c) The Union shall promptly furnish to the National War Labor Board and to the Company a notarized list of members in good standing fifteen days after the date of this Agreement. If any employee named on that list asserts that he withdrew from membership in the Union prior to that date and any dispute arises, the assertion or dispute shall be adjudicated by an arbiter appointed by the National War Labor Board whose decision shall be final and binding upon the Union and the employee.

(d) The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. If any dispute arises (as to whether there has been any violation of this pledge or whether any employee affected by this clause has been deprived of good standing in any way contrary to the constitution and by-laws of the Union), the dispute shall be regarded as a grievance and shall be handled in accordance with the procedure set forth in Section 7 hereof for the adjustment of grievances, including arbitration, if necessary.

There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employees because of membership in the Union.

In order to enable the Company to comply with the foregoing provisions, the list of members in good standing of the Union to be furnished to the Company in accordance with paragraph (c) above shall show the name and address and, insofar as the information shall be available to the Union, the place of work of each such member. Thereafter, on or before the last day of each

month, the Union shall submit to the Company a notarized list showing the name and address and place of work of each employee who shall have become a member in good standing of the Union since the last previous list of members of the Union in good standing was furnished to the Company and showing the amount of any initiation fee and dues to be deducted from the salary of such employee in accordance with paragraph (b) above. The Union shall also furnish to the Company a certificate of its President or other qualified officer showing the name and address of the International Secretary-Treasurer of the Union to whom the amounts so deducted are to be remitted.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon certified lists furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Section.

SECTION 3—RATES OF PAY.

Occupational salaries and salary ranges, as shown on the attached schedule (Exhibit A), shall remain in effect during the life of this Agreement, except for such changes as may be made pursuant to the provisions of Section 11 hereof.

Women employed to perform work on jobs heretofore performed by men shall receive the same pay for fully performing the same quantity and type of work.

SECTION 4—HOURS OF WORK AND OVERTIME

a. This Section is to be construed not as a guarantee of hours of work per day or per week but only as providing a basis for calculating overtime and an establishment of principles with regard to general work schedules.

b. The normal hours of work shall be forty (40) per calendar week.

c. Hours worked in excess of forty (40) in any one calendar week shall be paid for at one and one-half ($1\frac{1}{2}$) times the regular rate of pay.

d. The general work schedules heretofore in effect shall continue; provided, however,

1. Daily hours of work shall be consecutive, except for regular lunch and rest periods as may be provided in accordance with practices heretofore prevailing at each place of work.
2. Management agrees to exercise diligent effort to maintain regular schedules of hours of work and to deviate from the regular established schedules of hours for the particular job only when the nature of the work is such that rush periods are inherent characteristics of the job.
3. The final right to arrange working schedules rests with Management in order to avoid adversely affecting the work of the offices, plants or other operations, and such schedules may be

changed from time to time to suit varying conditions of the business, provided, however, that indiscriminate changes shall not be made in such schedules.

4. In recognition of the difficulties imposed upon Management through failure of employees to comply with working schedules, an employee reporting late for or absenting himself from work, without just cause, may be subject to discipline in accordance with the provisions of this Agreement. Employees shall, wherever possible, give prior notice to the Company whenever they either report late or absent themselves from work.

SECTION 5—VACATIONS

Each employee who, prior to July 1 of each calendar year during the continuance of this Agreement, has been continuously in the active employ of the Company on a salary rate basis for six months, shall receive one week's vacation with pay, and each employee who, prior to July 1, has been continuously in the active employ of the Company on a salary rate basis for one year or more shall receive two weeks' vacation with pay.

A one week's vacation shall consist of seven consecutive days and a two weeks' vacation of fourteen consecutive days.

Continuous service shall be determined by the employee's first employment with the Company and in accordance with the provisions for determination of continuous service as set forth under Section 6 hereof.

Promptly after the commencement of each calendar year each eligible employee shall be requested to specify the vacation period he desires. Vacations will, so far as possible, be granted at times most desired by employees (longer service employees being given preference as to choice), but the final right to allot vacation periods, and the right to change such allotments, is exclusively reserved to the Company in order to insure the orderly operation of the plants. Employees granted vacations will be paid $1/52$ of the sum represented by twelve times their monthly salary rate for one week's vacation and $1/26$ of the same sum for a two weeks' vacation.

Vacations are not to be accumulated and must be completed within the calendar year.

" If, in the opinion of Management, this vacation program would interfere with the attainment of maximum production and the expedition of the War Program, at the option of the Company any eligible employee may be required to continue work and receive a vacation pay as above provided in lieu of actual vacation from work. However, it is the intent that to the greatest degree possible in Management's judgment, eligible employees shall receive the benefit of vacation from work.

All employees receiving vacations must be in active service and on the payroll of the Company at the time of receiving vacations.

No employee shall be eligible to receive any benefits under this Section if he resigns from the employment of the Company or if he is discharged.

SECTION 6—SENIORITY.

It is understood and agreed that in all cases of promotion (except promotions to positions not covered by this Agreement) and increase or decrease in forces, the following factors shall be considered as listed below; however, only where both factors "a" and "b" are relatively equal shall continuous service be the determining factor:

- a. Ability to perform the work;
- b. Physical fitness;
- c. Continuous service.

It is further recognized that certain positions involve special knowledge, training, and abilities and Management may, where necessity arises and where qualified personnel within the bargaining unit is not available, introduce specially qualified personnel, or promote, or retain with due regard to potential ability of employees.

Determination of units to which the above factors shall be applied shall be made as necessity arises by agreement between the Management and the Grievance Committee.

It is agreed that length of continuous service shall be calculated from date of hiring in accordance with the following provisions:

There shall be no deduction for any time lost which does not constitute a break in continuity of service. Continuous service is broken by:

- a. Voluntarily quitting the service;
- b. Absence due to discharge, termination, suspension or leave of absence, any of which continues for more than six (6) months or,

- c. Absence due either to layoff or to disability or both which continues for more than two years; provided, however, that employees injured while on duty shall accumulate credit for continuous service until the termination of the period for which statutory compensation is payable.

New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first three (3) months of their employment and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by Management, provided that this provision will not be used for purposes of discrimination because of membership in the Union. Probationary employees continued in the service of the Company subsequent to three (3) months from date of original hiring shall receive full continuous service credit from date of original hiring.

SECTION 7—ADJUSTMENT OF GRIEVANCES.

*Should differences arise between the Company and the Union as to the meaning and application of the provisions of this Agreement or as to any question relating to the wages, hours of work and other conditions of employment of any employee, there shall be no interruption or impeding of the work, work stoppages, strikes or lockouts on account of such differences, but an earnest effort shall be made to settle the matter promptly in the manner hereinafter outlined. The procedural steps for the settlement of

grievances hereinafter set forth represent a general standard which may be modified by agreement between the Management and the Union if the modifications agreed upon are in keeping with a procedure best suited for the orderly and expeditious settlement of grievances.

The procedure under this Section is available to either the Company or the Union for the presentation and settlement of grievances arising hereunder.

The Grievance Committee for the collective bargaining unit covered by this Agreement shall consist of not more than ten employees of that collective bargaining unit. Such grievance committeemen shall be selected by the Union from the works they are to represent and in no case shall there be more than one grievance committeeman selected from any one works. A grievance committeeman from one works may not handle a grievance of an employee from another works. Grievance committeemen will be afforded such time off without pay as may be required:

1—To attend scheduled meetings with representatives of Management pertaining to the discussion and disposition of grievances.

2—To visit departments or subdivisions thereof other than their own within the works they were selected to represent at all reasonable times for the purpose of transacting the legitimate business of the Grievance Committee after notice to the head of the department or subdivision to be visited and permission from their own department head or his designated representative.

The parties agree that in the interest of proper disposition of grievances there may be appointed assistant grievance committeemen who shall aid the grievance committeemen established hereunder. The allocation of such assistant grievance committeemen to the works units shall be determined by mutual agreement between the Management and the Grievance Committee, subject to the following:

1—The duties of the assistant grievance committeeman shall be limited to the handling of grievances within the geographical boundaries of the works unit or subdivision thereof from which he is selected and in which he is appointed to serve.

2—The assistant grievance committeeman shall be limited in the handling of grievances to the procedural Steps 1 and 2 set forth hereafter.

3—Upon reasonable notice to and approval by his immediate supervisor, the assistant grievance committeeman will be afforded such time off, without pay, as may be required for the purpose of investigating the facts essential to the settlement of any grievance and the disposition thereof.

Any employee who believes that he has a justifiable request or complaint may discuss the request or alleged complaint with his supervisor, with or without the assistant grievance committeeman or grievance committeeman being present, as he may elect, in an attempt to settle same. Any request or complaint not disposed of shall constitute a grievance within the meaning of this Section, "Adjustment of Grievances."

STEP 1

The employee, if dissatisfied with the disposition of the request or complaint as presented to his supervisor, may have his alleged grievance presented to his supervisor by the assistant grievance committeeman or his grievance committeeman, with or without the employee being present as the employee may elect. The grievance presented in this step shall be set forth in writing on appropriate forms and the supervisor shall be required to answer the complaint within three days, exclusive of Sundays and holidays, from date of presentation in such written form.

The grievance form shall be dated and signed by the employee and grievance committeeman or assistant grievance committeeman and four copies given the supervisor, who will insert his disposition, sign and date same, returning one copy to the grievance committeeman or assistant grievance committeeman.

STEP 2

An employee desiring to appeal his grievance to the department head shall do so within ten (10) days, exclusive of Sundays and holidays, after return from the supervisor of the grievance form with the supervisor's disposition noted thereon. Grievances thus appealed shall be discussed in an attempt of settlement at a mutually convenient time between the grievance committeeman or his assistant and the department head or his representative. The discussion and disposition of the grievance shall occur not more than ten (10) days, exclusive of

Sundays and holidays, subsequent to the date that the department head was presented with the grievance form representing an appeal from the supervisor's decision. The disposition of the grievance by the department head and the date thereof shall be recorded on the employee's and the department head's copies of the grievance form.

STEP 3

In the event no satisfactory settlement of the grievance is arrived at in Step 2 of this procedure, the Chairman of the Grievance Committee and the employee's Grievance Committeeman may, within ten (10) days, exclusive of Sundays and holidays, after return from the department head of the grievance form with the department head's disposition noted thereon, present the grievance to the General Works Auditor (if the aggrieved is an accounting employee) or the Operating Head of Works (if the aggrieved is an operating employee) or their designated representative. Discussion of such grievances shall occur not more than ten (10) days, exclusive of Sundays and holidays, subsequent to the date that the General Works Auditor or the Operating Head of Works was presented with the grievance form representing an appeal from the department head's decision.

Grievances or evidence not previously discussed in Steps 1 and 2 hereof may be referred back to those steps for such discussion, unless the grievances relate to matters general in character which cannot be settled by individual department heads. Nothing in this Step 3 shall preclude additional meetings, as there may be mutual recognition of

such need in accordance with the intent of this Section.

Grievances discussed in such meetings and not settled shall be answered in writing by the General Works Auditor or the Operating Head of Works not later than ten (10) days, exclusive of Sundays and holidays, after the date of such meeting unless by mutual agreement a different date for disposition is agreed upon.

Minutes of all Step 3 meetings shall be prepared by the Superintendent of Industrial Relations, jointly signed by the Chairman or Secretary of the Grievance Committee and the Superintendent of Industrial Relations, and two copies of such minutes shall be handed the Grievance Committee not later than ten (10) days following the date on which the meeting was held, or the date on which the written decision was made. Minutes shall be typed and shall conform essentially to the following outline:

- a. Date and place of meeting.
- b. Names and positions of those present and those absent.
- c. Identifying number and description of each grievance discussed.
- d. Brief statement of Union position.
- e. Brief statement of Company position.
- f. Summary of the discussion.
- g. Decision reached.
- h. Statement of concurrence in or exceptions to decision.
- i. Statement as to whether decision accepted or rejected.

STEP 4

Grievances not satisfactorily settled in Step 3 may be appealed for discussion in an attempt to reach a mutually satisfactory settlement between the representative of the International Union certified to the Management in writing and the representative of the Company, similarly certified by the Company.

Written notice of appeal shall be served by either representative designated above on the other prior to the expiration of ten (10) days following disposition in Step 3 hereof. Such notice shall state subject matter of grievance, identifying number and objections taken by either party to previous dispositions.

Either party may produce witnesses who, being familiar with the facts involved, may aid in a solution of the problem. In the interest of expeditious and unprejudiced handling of grievances, it is intended that attendance at Step 4 meetings shall be limited to the representative of the Company and the representative of the Union, unless otherwise mutually agreed upon in advance of the meeting. Witnesses desired by either party shall be available as needed, but shall be restricted as to attendance to the time required for their testimony. Further, no employee grievances shall be permitted to progress into this step without review by the District Union Executive.

STEP 5

Whenever either party concludes that further conferences in Step 4 cannot contribute to settlement of the grievance, such grievance may be appealed by either party to an

impartial umpire to be appointed by mutual agreement of the parties hereto within fifteen (15) days following receipt by either party of a written request for such appointment. The decision of the umpire shall be final. The expense and salary incident to the services of the umpire shall be shared equally by the Company and the Union. Awards or settlement of grievances may or may not be retroactive as the equities of each case may demand, but in no event (discharge cases excepted) shall any award be retroactive beyond the date on which the grievance was first presented in written form in Step 1 of this procedure.

An umpire to whom any grievance shall be submitted in accordance with the provisions of this Section shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of such grievance, but he shall not have jurisdiction or authority to alter in any way the provisions of this Agreement.

Grievances not appealed in writing from the decision rendered in Steps 1, 2, 3 and 4 within ten (10) days thereof, or not appealed within ten (10) days from the date of the written answer, shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

It is agreed by the parties hereto that procedure provided in this Section, if followed in good faith by both parties, is adequate for fair and expeditious settlement of any grievances arising within the collective bargaining unit. It is understood and agreed that

grievances to be considered must be filed promptly after the occurrence thereof. It is further understood that an interruption or impeding of the work, stoppage, or strike on the part of the Union, or a lockout on the part of the Company shall be a violation of this Agreement, and that under no circumstances shall the parties hereto discuss the grievance in question or any other grievances while the work interruption, impeding or suspension of work is in effect. It is further agreed that, if this procedure is not followed and as a result of such failure an interruption or impeding of the work, stoppage or strike occurs, the offending person or persons refusing to resume normal work may be suspended and later discharged from the employ of the Company in accordance with Section 9 of this Agreement, provided, however, that prior to such discharge the Company will provide a list of names, check numbers and addresses of employees considered by it to be involved to the District Representative of the Union.

SECTION 8—MANAGEMENT

The management of the offices, plants, or other operations and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Company, provided that this will not be used for purposes of discrimination against any member of the Union.

SECTION 9—DISCHARGE CASES.

In the exercise of its rights as set forth in Section 8, Management agrees that an employee shall not be peremptorily discharged from and after the date hereof, but that in all instances in which Management may conclude that an employee's conduct may justify suspension or discharge, he shall be first suspended. Such initial suspension shall be for not more than five (5) calendar days. During this period of initial suspension the employee may, if he believes that he has been unjustly dealt with, request a hearing and a statement of the offense before his department head, with an assistant grievance committeeman or grievance committeeman present as he may choose, or the General Works Auditor (if accounting employee) or the Operating Head of Works (if operating employee), or their designated representative, with or without an assistant grievance committeeman or grievance committeeman present as he similarly may choose. At such hearing the facts concerning the case shall be made available to both parties. After such hearing Management may conclude whether the suspension shall be converted into discharge or, dependent upon the facts of the case, that such suspension may be extended or revoked. If the suspension is revoked the employee shall be returned to employment and receive full compensation at his regular rate of pay for the time lost, but in the event a disposition shall result in either the affirmation or extension of the suspension or discharge of the employee, the employee may within five (5) days after such disposition allege a grievance which shall be handled in accordance with the procedure of

Section 7—"Adjustment of Grievances." Final decision on all suspension or discharge cases shall be made by the Company within five (5) days from the date of filing of the grievance, if any. Should it be determined by the Company or by an umpire in accordance with Step 5 of the grievance procedure that the employee has been discharged or suspended unjustly, the Company shall reinstate the employee and pay full compensation at the employee's regular rate of pay for the time lost.

SECTION 10—SAFETY AND HEALTH.

The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, in accordance with the practices now prevailing at each place of work.

SECTION 11—SALARY ESTABLISHMENT

- (a) When Management establishes new jobs or positions for which no applicable salary or salary range is listed on Exhibit A,
- (b) When Management materially changes job or position responsibilities, or
- (c) When Management consolidates jobs or positions,

Management will develop an appropriate occupational salary or salary range for the new or materially modified job or position, by the regular procedure in effect in the Company. The appropriate occupational salary or salary range developed will be fully

explained to the works grievance committeeman whose agreement thereto will be requested. In the event Management and the works grievance committeeman fail to reach an agreement as to the new or modified occupational salary or salary range, such occupational salary or salary range may be established by Management and the Union may carry the grievance, if any, through all steps of the contract procedure established for the settlement of grievances including arbitration, to determine whether the rate of pay received by employees involved in such occupational salary or salary range is proper, based upon the duties, responsibilities, and the working conditions of the positions involved as compared with the duties, responsibilities, and the working conditions of other salaried positions within the collective bargaining union.

SECTION 12—HOLIDAYS

The following days shall be considered holidays:

July 4th,
Labor Day, and
Christmas.

On these holidays there shall be no regular work performed except work the Company believes to be essential. Employees required to work on these days shall be paid at the rate of one-half times their regular rate of pay in addition to their regular pay.

SECTION 13—MILITARY SERVICE.

A. Except as shall be otherwise provided by law or by agreement in writing between the parties thereto, should any employee

(other than a temporary employee) in the collective bargaining unit covered by this agreement, who has entered or shall enter the military or naval service of the United States, be honorably discharged from such service, and shall within forty (40) days after such discharge therefrom apply to the Company in writing for re-employment in the department in which he was employed for the purposes of Section 6 of this Agreement, his record of continuous service in that department shall be deemed not to have been broken by his absence on such military or naval service and, on the basis of said seniority (determined in accordance with the provisions of said Section 6), he shall be entitled to re-employment in such department, if and when work for which he shall be qualified to perform shall be available there in an occupation of like status and pay, and provided that he shall be given preference over any other employee with less seniority as so determined by said Section 6. If an employee so applying for re-employment shall so request, he shall be granted a leave of absence without pay not to exceed sixty (60) days before he shall return to work.

B. If an employee who would otherwise have been entitled to a vacation with pay, or in lieu thereof to vacation pay, under the provisions of Section 5 of this Agreement, during the calendar year in which he shall enter the military or naval service of the United States before he shall have taken such vacation; or before he shall have accepted vacation pay in lieu of a vacation, he shall be paid an amount equal to the vacation pay which he would have been entitled to receive for the period of such vacation.

SECTION 14—TERMINATION DATE.

The terms and conditions of this Agreement shall continue in effect until changed or terminated, as follows:

- a. Either party may at any time and from time to time give ten (10) days' written notice to the other party of the time for the commencement of a conference of the parties for the purpose of negotiating the terms and conditions of a change of this Agreement, which conference shall be at the office of the Company in Birmingham, Alabama, unless otherwise mutually agreed, and
- b. If, because of failure to agree, this Agreement is not changed by a written agreement entered into by the Company and the Union within thirty (30) days from the giving of said notice, then this Agreement and all of the provisions thereof, shall terminate upon the expiration of thirty (30) days from the giving of said notice.

The foregoing provisions of this Section shall not be construed as an agreement on the part of the Company, either expressly or by implication, to conform any provision of this Agreement, retroactively or otherwise, to the provisions of any other agreement which the Union may have made or may hereafter make with this or any other company.

The parties agree that this Agreement is one for the period of time between the date hereof and a date which is 30 days following the serving of notice hereunder.

Notice hereunder shall be given by registered mail, be completed by and at the time of mailing, and if by the Company, be addressed to United Steelworkers of America, Steiner Building, Birmingham, Alabama, and if by the Union, be addressed to the Company at Brown-Marx Building, Birmingham, Alabama. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

Tennessee Coal, Iron and Railroad Company

By **W. J. KELLY**

Manager of Industrial Relations.

United Steelworkers of America

By **PHILIP MURRAY**

President.

By **David J. McDonald**

Secretary-Treasurer.

By **NOEL R. BEDDOW**

Southern Director.

By **R. E. FARR**

Director, District 36.

By **C. A. STRONG**

President, Local 2210.

EXHIBIT A

FAIRFIELD STEEL COMPTROLLER'S

GENERAL

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|-------------------------|------------------------|----------|----------|------------------------|
| Head Freight Clerk..... | \$211.50 | \$227.00 | \$245.00 | \$264.00 |
| Freight Clerk | 164.00 | 175.00 | 187.00 | 201.00 |
| Junior Clerk | 103.00 | 109.00 | 116.00 | 123.00 |
| Information Clerk | 103.00 | 109.00 | 116.00 | 123.00 |
| Typist | 103.00 | 109.00 | 116.00 | 123.00 |

COST & DISTRIBUTION

| | | | | |
|---------------------------------------|----------|----------|----------|----------|
| Sr. Distribution Clerk..... | \$200.00 | \$214.50 | \$231.00 | \$249.00 |
| Jr. Cost Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Shop Order Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Distribution Clerk | 149.00 | 159.00 | 170.00 | 181.00 |
| Material Distribution Clerk | 149.00 | 159.00 | 170.00 | 181.00 |
| Jr. Cost Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Clerk Forge Shop Orders | 123.00 | 131.00 | 140.00 | 149.00 |
| Clerk & Sr. Typist..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Posting Machine Operator | 112.00 | 119.00 | 127.00 | 135.00 |
| Calc. Machine Operator—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Calc. Machine Operator—Typist | 112.00 | 119.00 | 127.00 | 135.00 |
| Typist | 103.00 | 109.00 | 116.00 | 123.00 |

STOCKS & PRODUCTION

| | | | | |
|---|----------|----------|----------|----------|
| General Stocks & Pro- duction Clerk | \$200.00 | \$214.50 | \$231.00 | \$249.00 |
| Sr. Stock Clerk..... | 191.00 | 204.00 | 219.50 | 236.50 |
| Shop Production & Inventory Ledger Clerk | 181.00 | 193.00 | 207.00 | 223.00 |
| Receiving & Carding Clerk O.S.P. | 164.00 | 175.00 | 187.00 | 201.00 |
| Receiving & Carding Clerk Between Works | 164.00 | 175.00 | 187.00 | 201.00 |
| Invoice & Inventory Ledger Clerk | 164.00 | 175.00 | 187.00 | 201.00 |
| Sr. Report Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Shops Material Clerk | 149.00 | 159.00 | 170.00 | 181.00 |

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|---|------------------------|----------|----------|------------------------|
| Jr. Shops Pro- duction Clerk | 135.00 | 144.00 | 154.00 | 164.00 |
| Calc. Machine Operator—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Calc. Machine Operator—Typist | 112.00 | 119.00 | 127.00 | 135.00 |
| MILL CLERKS & WEIGHERS | | | | |
| Blooming & Billet Stocks & Production Clerk..... | \$200.00 | \$214.50 | \$231.00 | \$249.00 |
| Blast Furnace Production Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Open Hearth Production Clerk | 181.00 | 193.00 | 207.00 | 223.00 |
| Merchant & Cotton Tie— Stocks & Pro- duction Clerk | 181.00 | 193.00 | 207.00 | 223.00 |
| Plate & Structural Mills— Stocks & Pro- duction Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Roll Shop Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Cost & Pro- duction Clerk | 164.00 | 175.00 | 187.00 | 201.00 |
| Head Weigher & Relief Shop Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Production & Material Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Plate & Structural Mills— Ass't. Stocks & Production Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Shipping & Ass't. Production Clerk—Foundry | 149.00 | 159.00 | 170.00 | 181.00 |
| Blooming & Billet Mills— Jr. Stocks & Pro- duction Clerk | 149.00 | 159.00 | 170.00 | 181.00 |
| Shop Clerk— Rail Fastening..... | 142.00 | 152.00 | 162.00 | 173.00 |
| Sr. Clerk—Forge Shop | 135.00 | 144.00 | 154.00 | 164.00 |
| Clerk—Miscel- laneous Shops | 135.00 | 144.00 | 154.00 | 164.00 |
| Sr. Clerk— Machine Shop..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Sr. Clerk— Fabricating Shop..... | 135.00 | 144.00 | 154.00 | 164.00 |

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|--|------------------------|----------|----------|------------------------|
| Clerk— Machine Shops | 135.00 | 144.00 | 154.00 | 164.00 |
| Clerk— Fabricating Shop..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Clerk— Electric Shop..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Jr. Field Time Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Plate & Structural Mills—Stocks & Production Clerk | 123.00 | 131.00 | 140.00 | 149.00 |
| Production Coding Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |

PAY ROLL & TIMEKEEPING

| | | | | |
|---|----------|----------|----------|----------|
| Head Pay Roll Clerk..... | \$211.50 | \$227.00 | \$245.00 | \$264.00 |
| Sr. Office Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Senior Service Record Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Insurance Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Statistical Clerk..... | 173.00 | 185.00 | 198.00 | 212.50 |
| Payroll Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Incentive Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Clerk—War Savings Bonds..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Clerk— Employees Accounts | 164.00 | 175.00 | 187.00 | 201.00 |
| Assistant Pay Roll Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Head Field Time & Relief Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Addressograph Clerk.... | 135.00 | 144.00 | 154.00 | 164.00 |
| Field Time Clerk..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Jr. Field Time Clerk.... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Payroll Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Clerk—War Savings Bonds..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Clerk— Stenographer | 123.00 | 131.00 | 140.00 | 149.00 |
| Ass't. Addresso- graph Operator..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Calc. Machine Op- erator—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|--|------------------------|----------|----------|------------------------|
| Stenographer | 112.00 | 119.00 | 127.00 | 135.00 |
| Calc. Machine Op- erator—Typist | 112.00 | 119.00 | 127.00 | 135.00 |
| Junior Office Clerk..... | 103.00 | 109.00 | 116.00 | 123.00 |

CONSTRUCTION ACCOUNTING

| | | | | |
|--|----------|----------|----------|----------|
| Property Clerk..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Construction Field Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Jr. Construction Clerk | 135.00 | 144.00 | 154.00 | 164.00 |
| Stenographer-Clerk | 123.00 | 131.00 | 140.00 | 149.00 |
| Calc. Machine Op- erator—Typist | 112.00 | 119.00 | 127.00 | 135.00 |
| Typist | 103.00 | 109.00 | 116.00 | 123.00 |

OFFICE SERVICE

| | | | | |
|-------------------------|----------|----------|----------|----------|
| Telephone Operator..... | \$118.00 | \$125.00 | \$133.00 | \$142.00 |
|-------------------------|----------|----------|----------|----------|

FAIRFIELD STEEL OPERATING

PRODUCTION SCHEDULE CONTROL DEPT.

| | | | | |
|---|----------|----------|----------|----------|
| Ass't. Estimator & Shops Schedule Coordinator | \$200.00 | \$214.50 | \$231.00 | \$249.00 |
| Ass't. Steel Dis- tributor & Mills Order Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Sr. Order Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Mill Order Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Sr. Stenographer Clerk | 149.00 | 159.00 | 170.00 | 181.00 |
| Jr. Order Clerk..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Jr. Clerk— Stenographer | 112.00 | 119.00 | 127.00 | 135.00 |
| Jr. Stenographer Clerk | 112.00 | 119.00 | 127.00 | 135.00 |

BLAST FURNACE DEPT.

| | | | | |
|----------------------------------|----------|----------|----------|----------|
| Iron Yard Foreman & Shipper.. | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
|----------------------------------|----------|----------|----------|----------|

BLOOMING & BILLET MILLS

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|--------------------|------------------------|----------|----------|------------------------|
| Turn Provider..... | \$173.00 | \$185.00 | \$198.00 | \$212.50 |

PLATE & STRUCTURAL MILLS

| | | | | |
|---|----------|----------|----------|----------|
| Ass't. Mill Pro- vider—Day | \$191.00 | \$204.00 | \$219.50 | \$236.50 |
| Ass't. Mill Pro- vider—Structural | 164.00 | 175.00 | 187.00 | 201.00 |
| Order & Production Clerk—Day | 142.00 | 152.00 | 162.00 | 173.00 |
| Order & Production Clerk—Night | 135.00 | 144.00 | 154.00 | 164.00 |
| Record Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Provision Clerk..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Jr. Stenographer Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Typist—Clerk | 103.00 | 109.00 | 116.00 | 123.00 |

MERCHANT MILL, COTTON TIE, & HOOP MILLS

| | | | | |
|--------------------------------|----------|----------|----------|----------|
| Ass't. Mill Provider..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Office Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Operating Report Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |

RAIL FASTENING DEPT.

| | | | | |
|--------------------|----------|----------|----------|----------|
| Stenographer | \$112.00 | \$119.00 | \$127.00 | \$135.00 |
|--------------------|----------|----------|----------|----------|

MECHANICAL & ELECTRICAL DEPT.

| | | | | |
|---------------------------|--------------------|----------|----------|----------|
| Shop Material Clerk... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Material Man & Clerk | 164.00 | 175.00 | 187.00 | 201.00 |
| Electrical Shop Clerk.... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Clerk Stenographer | 112.00 | 119.00 | 127.00 | 135.00 |
| Load Dispatcher..... | Occupational Rate— | | | \$235.00 |
| Switchboard Operator..... | Occupational Rate— | | | \$210.00 |

SHOPS—GENERAL

| | | | | |
|-----------------------|----------|----------|----------|----------|
| Progress Checker..... | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
| Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Typist—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Stenographer | 112.00 | 119.00 | 127.00 | 135.00 |

SHOPS—MACHINE

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|-------------------------|------------------------|----------|----------|------------------------|
| Machine Shop Clerk..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Typist—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |

SHOPS—FABRICATING

| | | | | |
|------------------------------------|----------|----------|----------|----------|
| Material Provider..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Shop Clerk..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Shipping Fore- man's Clerk..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Jr. Clerk— Stenographer | 112.00 | 19.00 | 127.00 | 135.00 |

SHOPS—COLD FORMING

| | | | | |
|-----------------|----------|----------|----------|----------|
| Shop Clerk..... | \$123.00 | \$131.00 | \$140.00 | \$149.00 |
|-----------------|----------|----------|----------|----------|

SHOP—FORGE

| | | | | |
|---------------------|----------|----------|----------|----------|
| Shipping Clerk..... | \$123.00 | \$131.00 | \$140.00 | \$149.00 |
|---------------------|----------|----------|----------|----------|

SHOP—ROLL

| | | | | |
|----------------------------------|----------|----------|----------|----------|
| Stenographer— Clerk | \$123.00 | \$131.00 | \$140.00 | \$149.00 |
| Jr. Stenographer— Clerk | 112.00 | 119.00 | 127.00 | 135.00 |

SHOPS—RIGGER

| | | | | |
|-------------|----------|----------|----------|----------|
| Clerk | \$135.00 | \$144.00 | \$154.00 | \$164.00 |
|-------------|----------|----------|----------|----------|

SHOPS—CARPENTER & PIPE

| | | | | |
|-------------------------------------|----------|----------|----------|----------|
| Carpenter & Pipe Shop Clerk..... | \$135.00 | \$144.00 | \$154.00 | \$164.00 |
|-------------------------------------|----------|----------|----------|----------|

SHOPS—STEEL FOUNDRY

| | | | | |
|--------------------|----------|----------|----------|----------|
| Foundry Clerk..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Typist—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |

MOTOR TRANSPORTATION DEPT.

| | | | | |
|-------------------------|----------|----------|----------|----------|
| Stenographer—Clerk .. | \$135.00 | \$144.00 | \$154.00 | \$164.00 |
| Record Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Stenographer Clerk. | 112.00 | 119.00 | 127.00 | 135.00 |

YARD DEPARTMENT

| | | | | |
|---|----------|----------|----------|----------|
| Car Distributor & Demurrage Clerk..... | \$142.00 | \$152.00 | \$162.00 | \$173.00 |
| Car Checker..... | 112.00 | 119.00 | 127.00 | 135.00 |

CONSTRUCTION

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|--|------------------------|----------|----------|------------------------|
| Material Man..... | \$200.00 | \$214.50 | \$231.00 | \$249.00 |
| Material Provider & Expediter | 181.00 | 193.00 | 207.00 | 223.00 |
| Material Checker & Clerk | 164.00 | 175.00 | 187.00 | 201.00 |
| Senior Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Jr. Material Checker & Clerk | 149.00 | 159.00 | 170.00 | 181.00 |
| Stenographer—Clerk .. | 135.00 | 144.00 | 154.00 | 164.00 |
| Stenographer | 112.00 | 119.00 | 127.00 | 135.00 |
| Clerk | 112.00 | 119.00 | 127.00 | 135.00 |

STEAM ENGINEERING

| | | | | |
|-----------------|----------|----------|----------|----------|
| Record Man..... | \$123.00 | \$131.00 | \$140.00 | \$149.00 |
|-----------------|----------|----------|----------|----------|

METALLURGICAL

| | | | | |
|--------------------|----------|----------|----------|----------|
| Stenographer | \$135.00 | \$144.00 | \$154.00 | \$164.00 |
|--------------------|----------|----------|----------|----------|

SAFETY

| | | | | |
|-----------------------|----------|----------|----------|----------|
| Stenographer—Clerk .. | \$135.00 | \$144.00 | \$154.00 | \$164.00 |
| Stenographer | 112.00 | 119.00 | 127.00 | 135.00 |
| Typist | 103.00 | 109.00 | 116.00 | 123.00 |

AIR RAID CONTROL CENTER

| | | | | |
|--|----------|----------|----------|----------|
| Clerk—Typist & Control Center Operator..... | \$123.00 | \$131.00 | \$140.00 | \$149.00 |
|--|----------|----------|----------|----------|

INSPECTION

| | | | | |
|------------------------|----------|----------|----------|----------|
| Senior Clerk | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Tally Clerk..... | 142.00 | 152.00 | 162.00 | 173.00 |
| Jr. Tally Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Test Report Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Typist | 103.00 | 109.00 | 116.00 | 123.00 |

COKE WORKS COMPTROLLER'S

| | | | | |
|--------------------------------------|----------|----------|----------|----------|
| Head Timekeeper..... | \$191.00 | \$204.00 | \$219.50 | \$236.50 |
| Sr. Clerk— Standard Cost..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Stocks & Pro- duction Clerk | 164.00 | 175.00 | 187.00 | 201.00 |
| Junior Cost Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|---|------------------------|----------|----------|------------------------|
| Ass't. Payroll Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Jr. Payroll Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Calculating Machine Op- erator—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Works Storekeeper..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Order Filler..... | 123.00 | 131.00 | 140.00 | 149.00 |

CENTRAL STORES COMPTROLLER'S

| | | | | |
|-------------------------|----------|----------|----------|----------|
| Head Clerk— | | | | |
| Vendor's Bills..... | \$200.00 | \$214.50 | \$231.00 | \$249.00 |
| Priority and | | | | |
| Tax Clerk..... | 191.00 | 204.00 | 219.50 | 236.50 |
| Head Commodity | | | | |
| Clerk | 181.00 | 193.00 | 207.00 | 223.00 |
| Construction Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Dept. Stock Superv.— | | | | |
| Electrical | 181.00 | 193.00 | 207.00 | 223.00 |
| Freight Clerk | 173.00 | 185.00 | 198.00 | 212.50 |
| Ass't. Head | | | | |
| Commodity Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Works Storekeeper..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Department Stock | | | | |
| Supervisor | 164.00 | 175.00 | 187.00 | 201.00 |
| First Ass't. Clerk— | | | | |
| Vendor's Bills | 157.00 | 168.00 | 179.00 | 191.00 |
| Foreman Casting Yard | 149.00 | 159.00 | 170.00 | 181.00 |
| Distribution Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Second Ass't. Clerk— | | | | |
| Vendor's Bills..... | 142.00 | 152.00 | 162.00 | 173.00 |
| Inventory Clerk..... | 142.00 | 152.00 | 162.00 | 173.00 |
| Commodity Clerk..... | 142.00 | 152.00 | 162.00 | 173.00 |
| Stock Clerk— | | | | |
| Electrical | 135.00 | 144.00 | 154.00 | 164.00 |
| Safety Shoe Salesman.. | 135.00 | 144.00 | 154.00 | 164.00 |
| Receiving Clerk..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Material Clerk— | | | | |
| Construction | 135.00 | 144.00 | 154.00 | 164.00 |
| Order Filler..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Material Checker..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Key Punch Operator.... | 112.00 | 119.00 | 127.00 | 135.00 |

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|---------------------------------------|------------------------|----------|----------|------------------------|
| Jr. Vendors' | | | | |
| Bills Clerk..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Calculator Op- erator—Typist | 112.00 | 119.00 | 127.00 | 135.00 |
| Stenographer | 112.00 | 119.00 | 127.00 | 135.00 |
| File Clerk..... | 103.00 | 109.00 | 116.00 | 123.00 |
| Commodity Record Clerk | 103.00 | 109.00 | 116.00 | 123.00 |
| Commodity Posting Clerk..... | 103.00 | 109.00 | 116.00 | 123.00 |
| Junior Order Filler..... | 103.00 | 109.00 | 116.00 | 123.00 |

ENSLEY COMPTROLLER'S

GENERAL

| | | | | |
|---|----------|----------|----------|----------|
| Standard Cost Clerk..... | \$149.00 | \$159.00 | \$170.00 | \$181.00 |
| Typist | \$103.00 | \$109.00 | \$116.00 | \$123.00 |
| Duplicating Mach. Operator—Clerk | 95.00 | 100.00 | 106.00 | 113.00 |
| Office Girl..... | 87.00 | 92.00 | 97.00 | 103.00 |

COST & DISTRIBUTION

| | | | | |
|---------------------------------------|----------|----------|----------|----------|
| Sr. Distribution Clerk | \$191.00 | \$204.00 | \$219.50 | \$236.50 |
| Distribution Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Cost Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Jr. Distribution Clerk.. | 149.00 | 159.00 | 170.00 | 181.00 |
| Calculator Op- erator—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Calculator Op- erator—Typist | 112.00 | 119.00 | 127.00 | 135.00 |

STOCKS & PRODUCTION

| | | | | |
|--|----------|----------|----------|----------|
| Invoice & Freight Clerk..... | \$191.00 | \$204.00 | \$219.50 | \$236.50 |
| Production & Relief Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Receiving Clerk— Between Works..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Junior Stock Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Ass't. Receiving Clerk | 135.00 | 144.00 | 154.00 | 164.00 |

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|--|------------------------|----------|----------|------------------------|
| Calculator Operator Clerk..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Calculator Mach. Operator—Typist | 112.00 | 119.00 | 127.00 | 135.00 |

PAY ROLL & TIMEKEEPING

| | | | | |
|---|----------|----------|----------|----------|
| Head Pay Roll Clerk..... | \$191.00 | \$204.00 | \$219.50 | \$236.50 |
| Chief Statistical & Report Clerk | 181.00 | 193.00 | 207.00 | 223.00 |
| Service & Pension Clerk..... | 173.00 | 185.00 | 198.00 | 212.50 |
| Senior Office Clerk..... | 173.00 | 185.00 | 198.00 | 212.50 |
| Pay Roll Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Service Record Clerk.... | 164.00 | 175.00 | 187.00 | 201.00 |
| Tonnage Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Ass't. Pay Roll & Defense Bond Clerk | 157.00 | 168.00 | 179.00 | 191.00 |
| Collection Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Ass't. Pay Roll Clerk.... | 149.00 | 159.00 | 170.00 | 181.00 |
| Field Time Clerk..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Jr. Pay Roll Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Field Time Clerk.... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Clerk—Typist..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Calc. Operator—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |

SHELL PLANT

| | | | | |
|----------------------------------|----------|----------|----------|----------|
| Cost & In- centive Clerk..... | \$135.00 | \$144.00 | \$154.00 | \$164.00 |
| Jr. Clerk—Typist..... | 112.00 | 119.00 | 127.00 | 135.00 |

MILL CLERKS & WEIGHERS

| | | | | |
|---|----------|----------|----------|----------|
| Blast Furnace Pro- duction Clerk | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Mills Production Clerk | 149.00 | 159.00 | 170.00 | 181.00 |
| Clerk—Foundry | 135.00 | 144.00 | 154.00 | 164.00 |
| Clerk—Miscel- laneous Shops..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Jr. Clerk—Foundry..... | 112.00 | 119.00 | 127.00 | 135.00 |

BILLING DIVISION

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|-----------------------------------|------------------------|----------|----------|------------------------|
| Relief Sr. Billing Clerk | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
| Shipper—Rail Mill | 157.00 | 168.00 | 179.00 | 191.00 |
| Tally Clerk | 157.00 | 168.00 | 179.00 | 191.00 |

OFFICE SERVICE BUREAU

| | | | | |
|---------------------------------------|----------|----------|----------|----------|
| Head Machine Operator | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Ass't. Head Machine Operator | 135.00 | 144.00 | 154.00 | 164.00 |
| Multigraph Operator | 103.00 | 109.00 | 116.00 | 123.00 |
| Ass't. Multi- graph Operator | 87.00 | 92.00 | 97.00 | 103.00 |

TELEPHONE EXCHANGE

| | | | | |
|--------------------------|----------|----------|----------|----------|
| Telephone Operator | \$118.00 | \$125.00 | \$133.00 | \$142.00 |
|--------------------------|----------|----------|----------|----------|

CENTRAL STORES

| | | | | |
|---------------------------------------|----------|----------|----------|----------|
| Department Stock Supervisor | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Casting Yard Foreman | 164.00 | 175.00 | 187.00 | 201.00 |
| Material Clerk— Construction | 135.00 | 144.00 | 154.00 | 164.00 |
| Order Filler | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Order Filler | 103.00 | 109.00 | 116.00 | 123.00 |
| Commodity Record Clerk | 103.00 | 109.00 | 116.00 | 123.00 |

ENSLEY OPERATING

GENERAL

| | | | | |
|--------------|----------|----------|----------|----------|
| Matron | \$123.00 | \$131.00 | \$140.00 | \$149.00 |
| Typist | 103.00 | 109.00 | 116.00 | 123.00 |

BLAST FURNACE DEPARTMENT

| | | | | |
|----------------------------------|----------|----------|----------|----------|
| Jr. Clerk— Stenographer | \$123.00 | \$131.00 | \$140.00 | \$149.00 |
| Master Mechanic's Clerk | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Clerk | 103.00 | 109.00 | 116.00 | 123.00 |

OPEN HEARTH DEPARTMENT

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|----------------------------------|------------------------|----------|----------|------------------------|
| Cold Steel Clerk..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Sr. Record & Delay Clerk..... | 157.00 | 168.00 | 179.00 | 191.00 |

MILLS DEPARTMENT

| | | | | |
|------------------------------------|----------|----------|----------|----------|
| Clerk Finishing Mill.... | \$173.00 | \$185.00 | \$198.00 | \$212.50 |
| Mills Stenographer— Clerk | 135.00 | 144.00 | 154.00 | 164.00 |

ELECTRICAL DEPARTMENT

| | | | | |
|-----------------------|----------|----------|----------|----------|
| Junior Clerk | \$123.00 | \$131.00 | \$140.00 | \$149.00 |
| Jr. Clerk—Typist..... | 103.00 | 109.00 | 116.00 | 123.00 |

SHOPS

| | | | | |
|--|----------|----------|----------|----------|
| Ass't. Foreman & Checker Pattern Shop | \$211.50 | \$227.00 | \$245.00 | \$264.00 |
| Clerk—Scale Shop..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Clerk—Shops | 123.00 | 131.00 | 140.00 | 149.00 |
| Clerk—Pattern Shop.... | 112.00 | 119.00 | 127.00 | 135.00 |
| Clerk— Carpenter's Shop..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Clerk—Pipe & Rigger Shops..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Clerk—Erection & Boilermaking | 112.00 | 119.00 | 127.00 | 135.00 |
| Jr. Clerk—Typist..... | 103.00 | 109.00 | 116.00 | 123.00 |

YARD DEPARTMENT

| | | | | |
|------------------------|----------|----------|----------|----------|
| Billet Yard Clerk..... | \$129.00 | \$138.00 | \$147.00 | \$157.00 |
| Record Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Clerk—Day | 112.00 | 119.00 | 127.00 | 135.00 |
| Jr. Clerk—Typist..... | 103.00 | 109.00 | 116.00 | 123.00 |

SAFETY DEPARTMENT

| | | | | |
|---|----------|----------|----------|----------|
| Ass't. Safety In- spector & Clerk..... | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
|---|----------|----------|----------|----------|

SHELL FORGING DEPARTMENT

| | | | | |
|--------------|----------|----------|----------|----------|
| Typist | \$103.00 | \$109.00 | \$116.00 | \$123.00 |
|--------------|----------|----------|----------|----------|

ENGINEERING & DRAFTING

| | Minimum of 1st Year | 2nd Year | 3rd Year | Maximum of 4th Year |
|--------------------------------------|------------------------|----------|----------|------------------------|
| Clerk (Russell)..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Clerk "A" (Ogle)..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Stenographer (Elmore) | 149.00 | 159.00 | 170.00 | 181.00 |
| Clerk (Ferguson)..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Shop Order Clerk..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Clerk "B" (O'Dell—Crow) | 135.00 | 144.00 | 154.00 | 164.00 |
| Stenographer (White) | 123.00 | 131.00 | 140.00 | 149.00 |
| Clerk—Construction | 123.00 | 131.00 | 140.00 | 149.00 |
| Stenographer (Meacham—Mayo) | 112.00 | 119.00 | 127.00 | 135.00 |
| Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| File & Order Clerk..... | 103.00 | 109.00 | 116.00 | 123.00 |
| Blue Print Operator..... | 103.00 | 109.00 | 116.00 | 123.00 |
| Vault Boy or Girl..... | 95.00 | 100.00 | 106.00 | 113.00 |

STEAM ENGINEERING

| | | | | |
|----------------------------------|----------|----------|----------|----------|
| Meter Technician Helper | \$123.00 | \$131.00 | \$140.00 | \$149.00 |
| Calc. Op- erator—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Chart & Record Man.... | 112.00 | 119.00 | 127.00 | 135.00 |

METALLURGICAL DEPARTMENT

| | | | | |
|--|----------|----------|----------|----------|
| Metallurgical Test Recorder..... | \$149.00 | \$159.00 | \$170.00 | \$181.00 |
| Test Machine Operator | 135.00 | 144.00 | 154.00 | 164.00 |
| Typist—Clerk | 123.00 | 131.00 | 140.00 | 149.00 |
| Temperature Recorder | 123.00 | 131.00 | 140.00 | 149.00 |
| Test Machine Op- erator Helper..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Brinell Hardness Tester | 103.00 | 109.00 | 116.00 | 123.00 |

CHEMICAL

| | | | | |
|-----------------------|----------|----------|----------|----------|
| Stenographer—Clerk .. | \$112.00 | \$119.00 | \$127.00 | \$135.00 |
|-----------------------|----------|----------|----------|----------|

BESSEMER ROLLING MILL COMPTROLLER'S

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|---|------------------------|----------|----------|------------------------|
| General Clerk..... | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
| Ass't. Chief Production & Cost Division..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Freight & In- ventory Clerk | 181.00 | 193.00 | 207.00 | 223.00 |
| Ass't. Chief Timekeeper | 173.00 | 185.00 | 198.00 | 212.50 |
| Production Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Tally Clerk | 157.00 | 168.00 | 179.00 | 191.00 |
| Calc. Machine Operator— Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Jr. Billing Clerk..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Typist and Clerk (McNair) | 112.00 | 119.00 | 127.00 | 135.00 |

CENTRAL STORES

| | | | | |
|--|----------|----------|----------|----------|
| Works Storekeeper—Timber Treating | \$149.00 | \$159.00 | \$170.00 | \$181.00 |
|--|----------|----------|----------|----------|

BESSEMER ROLLING MILL OPERATING

| | | | | |
|---|----------|----------|----------|----------|
| Order Clerk..... | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
| Ass't. B & G Provider.. | 164.00 | 175.00 | 187.00 | 201.00 |
| Jr. Order Clerk and Stenographer | 149.00 | 159.00 | 170.00 | 181.00 |
| Warehouse Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Typist | 103.00 | 109.00 | 116.00 | 123.00 |

INSPECTION

| | | | | |
|----------------------------|----------|----------|----------|----------|
| Ass't. Chief Inspector.... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
|----------------------------|----------|----------|----------|----------|

FAIRFIELD TIN MILL COMPTROLLER'S

GENERAL

| | | | | |
|------------------------------------|----------|----------|----------|----------|
| Stenographer | \$112.00 | \$119.00 | \$127.00 | \$135.00 |
| Steno-Calculator Operator | 112.00 | 119.00 | 127.00 | 135.00 |
| Mail and Mes- senger Boy | 95.00 | 100.00 | 106.00 | 113.00 |

COST and DISTRIBUTION

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|-------------------------------------|------------------------|----------|----------|------------------------|
| Sr. Distribution Clerk | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
| Distribution Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Jr. Clerk— Machine Operator | 123.00 | 131.00 | 140.00 | 149.00 |
| Steno-Calculator Operator | 112.00 | 119.00 | 127.00 | 135.00 |

STOCKS and PRODUCTION

| | | | | |
|---|----------|----------|--------|----------|
| Sr. Production Clerk..... | \$181.00 | \$193.00 | 207.00 | \$223.00 |
| Ass't. Head Produc- tion Clerk—Mill..... | 173.00 | 185.00 | 198.00 | 212.50 |
| Production Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Sr. Incentive Pro- duction Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Invoice and Freight Clerk | 157.00 | 168.00 | 179.00 | 191.00 |
| Jr. Production Clerk.... | 149.00 | 159.00 | 170.00 | 181.00 |
| Night Pro- duction Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Incentive Pro- duction Clerk | 149.00 | 159.00 | 170.00 | 181.00 |
| Stenographer Calculator Operator | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Night Production Clerk—Office | 123.00 | 131.00 | 140.00 | 149.00 |
| Production Report. Checker—Mill | 112.00 | 119.00 | 127.00 | 135.00 |
| Incentive Computer..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Typist—Calculator Operator | 112.00 | 119.00 | 127.00 | 135.00 |

TIMEKEEPING

| | | | | |
|-------------------------------------|----------|----------|----------|----------|
| Head Payroll Clerk..... | \$191.00 | \$204.00 | \$219.50 | \$236.50 |
| Collection and Ledger Clerk..... | 173.00 | 185.00 | 198.00 | 212.50 |
| Payroll Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Ass't. Payroll Clerk.... | 149.00 | 159.00 | 170.00 | 181.00 |
| Field Time Clerk..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Steno-Comptometer Operator | 123.00 | 131.00 | 140.00 | 149.00 |

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|--------------------------------------|------------------------|----------|----------|------------------------|
| Jr. Field Time Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Typist—Comptometer Operator | 112.00 | 119.00 | 127.00 | 135.00 |
| Typist—Calculator Operator | 112.00 | 119.00 | 127.00 | 135.00 |

BILLING DIVISION

| | | | | |
|------------------------|----------|----------|----------|----------|
| Sr. Tally Clerk..... | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
| Jr. Tally Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Billing Clerk..... | 112.00 | 119.00 | 127.00 | 135.00 |

FAIRFIELD TIN MILL OPERATING

ORDER DEPARTMENT

| | | | | |
|-------------------|----------|----------|----------|----------|
| Order Clerk..... | \$129.00 | \$138.00 | \$147.00 | \$157.00 |
| Typist Clerk..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Clerk | 140.00 | | | |

Range was not established
prior to Executive Order
9250. Approval cannot be
obtained at present.

HOT STRIP MILL

| | | | | |
|-------------------------|----------|----------|----------|----------|
| Assistant Provider..... | \$157.00 | \$168.00 | \$179.00 | \$191.00 |
| Slab Yard Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Clerk (Kent)..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Schedule Clerk..... | 142.00 | 152.00 | 162.00 | 173.00 |
| Stenographer—Clerk .. | 123.00 | 131.00 | 140.00 | 149.00 |

CONTINUOUS PICKLING

| | | | | |
|-------------------------|----------|----------|----------|----------|
| Assistant Provider..... | \$157.00 | \$168.00 | \$179.00 | \$191.00 |
|-------------------------|----------|----------|----------|----------|

COLD REDUCTION

| | | | | |
|---|----------|----------|----------|----------|
| Ass't. Provider & Scheduleman "A"..... | \$157.00 | \$168.00 | \$179.00 | \$191.00 |
| Ass't. Provider & Scheduleman "B"..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Production and Tracing Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |

TIN HOUSE

| | | | | |
|----------------------|----------|----------|----------|----------|
| Tin House Clerk..... | \$135.00 | \$144.00 | \$154.00 | \$164.00 |
| Night Clerk..... | 135.00 | 144.00 | 154.00 | 164.00 |

ASSORTING & WAREHOUSE

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|-------------|------------------------|----------|----------|------------------------|
| Clerk | \$112.00 | \$119.00 | \$127.00 | \$135.00 |

MAINTENANCE

| | | | | |
|--|----------|----------|----------|----------|
| Maintenance Develop- ment Man | \$191.00 | \$204.00 | \$219.50 | \$236.50 |
| Stenographer—Clerk | 135.00 | 144.00 | 154.00 | 164.00 |
| Roll Shop Clerk | 135.00 | 144.00 | 154.00 | 164.00 |
| Ass't. Machine Shop Clerk | 135.00 | 144.00 | 154.00 | 164.00 |
| Stenographer—Clerk (Kirkland) | 123.00 | 131.00 | 140.00 | 149.00 |
| Ass't. Roll Shop Clerk | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Clerk— Stenographer | 112.00 | 119.00 | 127.00 | 135.00 |

FAIRFIELD WIRE WORKS COMPTROLLER'S

STOCKS and PRODUCTION

| | | | | |
|--|----------|----------|----------|----------|
| General Stocks & Pro- duction Clerk | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
| Production Clerk | 149.00 | 159.00 | 170.00 | 181.00 |
| Calculating Machine Operator | 112.00 | 119.00 | 127.00 | 135.00 |

COST and DISTRIBUTION

| | | | | |
|---------------------------------------|----------|----------|----------|----------|
| Sr. Distribution Clerk | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Weigher—Distribution Clerk | 135.00 | 144.00 | 154.00 | 164.00 |
| Calculating Machine Operator | 112.00 | 119.00 | 127.00 | 135.00 |

TIMEKEEPING

| | | | | |
|---|----------|----------|----------|----------|
| Payroll Clerk | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Ass't. Payroll Clerk | 149.00 | 159.00 | 170.00 | 181.00 |
| Jr. Payroll Clerk | 123.00 | 131.00 | 140.00 | 149.00 |
| Calculating Machine Operator—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Calculating Machine Operator | 112.00 | 119.00 | 127.00 | 135.00 |

CENTRAL STORES

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|------------------------|------------------------|----------|----------|------------------------|
| Works Storekeeper..... | \$157.00 | \$168.00 | \$179.00 | \$191.00 |

FAIRFIELD WIRE WORKS OPERATING

| | | | | |
|------------------|----------|----------|----------|----------|
| Stock Clerk..... | \$149.00 | \$159.00 | \$170.00 | \$181.00 |
|------------------|----------|----------|----------|----------|

CENTRAL SHIPPING COMPTROLLER'S

| | | | | |
|-----------------------------------|----------|----------|----------|----------|
| General Clerk..... | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
| Senior Tally Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Between Works Tally Clerk..... | 173.00 | 185.00 | 198.00 | 212.50 |
| Senior Checker..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Distribution Clerk..... | 157.00 | 168.00 | 179.00 | 191.00 |
| Order Clerk..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Mail Clerk..... | 129.00 | 138.00 | 147.00 | 157.00 |
| Junior Tally Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Bill of Lading Typist.... | 112.00 | 119.00 | 127.00 | 135.00 |
| Junior Billing Clerk.... | 112.00 | 119.00 | 127.00 | 135.00 |
| Junior Clerk..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Porter—Messenger | 103.00 | 109.00 | 116.00 | 123.00 |

FAIRFIELD SHEET MILL COMPTROLLER'S

| | | | | |
|--|----------|----------|----------|----------|
| Senior Stocks & Pro- duction Clerk..... | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
| Stock & Pro- duction Clerk | 164.00 | 175.00 | 187.00 | 201.00 |
| Freight & Distri- bution Clerk..... | 157.00 | 168.00 | 179.00 | 191.00 |
| Raw Material Clerk..... | 157.00 | 168.00 | 179.00 | 191.00 |
| Cost and Distri- bution Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Production Clerk..... | 142.00 | 152.00 | 162.00 | 173.00 |

CENTRAL STORES

| | | | | |
|------------------------|----------|----------|----------|----------|
| Works Storekeeper..... | \$173.00 | \$185.00 | \$198.00 | \$212.50 |
| Warehouseman | 123.00 | 131.00 | 140.00 | 149.00 |

TIMEKEEPING

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|---|------------------------|----------|----------|------------------------|
| Head Payroll Clerk..... | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
| Chief Tonnage Clerk.... | 181.00 | 193.00 | 207.00 | 223.00 |
| Payroll Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Tonnage Compiler & Checker | 164.00 | 175.00 | 187.00 | 201.00 |
| Ass't. Payroll Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Collection Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Field Time Clerk..... | 135.00 | 144.00 | 154.00 | 164.00 |
| Jr. Payroll Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Field Time Clerk.... | 123.00 | 131.00 | 140.00 | 149.00 |
| Typist—Calculating Machine Operator..... | 112.00 | 119.00 | 127.00 | 135.00 |

FAIRFIELD SHEET MILL OPERATING

GENERAL

Schedule Clerk.....\$150.00

Range was not established
prior to Executive Order
9250. Approval cannot be
obtained at present.

Clerk 150.00

Range was not established
prior to Executive Order
9250. Approval cannot be
obtained at present.

WAREHOUSE

Assistant Ware-
house Clerk.....\$149.00 \$159.00 \$170.00 \$181.00

INSPECTION

Clerk—Inspector\$164.00 \$175.00 \$187.00 \$201.00

RAIL TRANSPORTATION COMPTROLLER'S

ENSLEY

| | | | | |
|---------------------------------------|----------|----------|----------|----------|
| Demmorage Clerk..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Haulage Distri- bution Clerk | 157.00 | 168.00 | 179.00 | 191.00 |
| Car Checker..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Calculator Operator— Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Jr. Clerk—Typist..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Messenger and Clerk.... | 103.00 | 109.00 | 116.00 | 123.00 |
| Jr. Car Checker..... | 103.00 | 109.00 | 116.00 | 123.00 |

PRATT

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|-------------------------------------|------------------------|----------|----------|------------------------|
| Chief Distribution Clerk | \$200.00 | \$214.50 | \$231.00 | \$249.00 |
| Cost Clerk | 181.00 | 193.00 | 207.00 | 223.00 |
| Head Payroll Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Payroll Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Jr. Payroll Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Calculator Operator— Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Jr. Clerk—Typist..... | 112.00 | 119.00 | 127.00 | 135.00 |

CENTRAL STORES

| | | | | |
|--------------------------------------|----------|----------|----------|----------|
| Works Storekeeper..... | \$191.00 | \$204.00 | \$219.50 | \$236.50 |
| Department Stock Supervisor | \$149.00 | \$159.00 | \$170.00 | \$181.00 |

**RAIL TRANSPORTATION
OPERATING****ENSLEY****GENERAL**

| | | | | |
|--------------------------|----------|----------|----------|----------|
| Stenographer—Clerk | \$112.00 | \$119.00 | \$127.00 | \$135.00 |
|--------------------------|----------|----------|----------|----------|

ENGINEERING

| | | | | |
|-----------------------|----------|----------|----------|----------|
| Jr. Clerk—Typist..... | \$112.00 | \$119.00 | \$127.00 | \$135.00 |
|-----------------------|----------|----------|----------|----------|

ROADWAY

| | | | | |
|-------------------------|----------|----------|----------|----------|
| Roadmaster's Clerk..... | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
|-------------------------|----------|----------|----------|----------|

MECHANICAL

| | | | | |
|---------------------------------|----------|----------|----------|----------|
| Engine Foreman's Clerk | \$135.00 | \$144.00 | \$154.00 | \$164.00 |
|---------------------------------|----------|----------|----------|----------|

DISPATCHING

| | | | | |
|-------------------------|----------|----------|----------|----------|
| Yardmaster's Clerk..... | \$123.00 | \$131.00 | \$140.00 | \$149.00 |
|-------------------------|----------|----------|----------|----------|

PRATT**SHOPS**

| | | | | |
|-----------------------|----------|----------|----------|----------|
| Roundhouse Clerk..... | \$123.00 | \$131.00 | \$140.00 | \$149.00 |
| Car Shop Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |

COAL MINES COMPTROLLER'S

PRATT OFFICE

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|-------------------------------------|------------------------|----------|----------|------------------------|
| Senior Cost Clerk..... | \$200.00 | \$214.50 | \$231.00 | \$249.00 |
| Head Distri- bution Clerk..... | 200.00 | 214.50 | 231.00 | 249.00 |
| Senior Distri- bution Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Production Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Cost Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Clerk—Typist | 123.00 | 131.00 | 140.00 | 149.00 |

HAMILTON

| | | | | |
|-------------------------------------|----------|----------|----------|----------|
| Head Payroll Clerk—Day | \$173.00 | \$185.00 | \$198.00 | \$212.50 |
| Payroll Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Mine Cost Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Mine Cost and Payroll Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Ass't. Payroll Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Junior Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Junior Payroll Clerk.... | 123.00 | 131.00 | 140.00 | 149.00 |
| Gatehouseman No. 1.... | 112.00 | 119.00 | 127.00 | 135.00 |
| Gatehouseman No. 2.... | 103.00 | 109.00 | 116.00 | 123.00 |

CENTRAL STORES

| | | | | |
|------------------------|----------|----------|----------|----------|
| Works Storekeeper..... | \$173.00 | \$185.00 | \$198.00 | \$212.50 |
| Order Filler..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Order Filler..... | 103.00 | 109.00 | 116.00 | 123.00 |

DOCENA

| | | | | |
|-------------------------------------|----------|----------|----------|----------|
| Head Payroll Clerk— Night | \$173.00 | \$185.00 | \$198.00 | \$212.50 |
| Mine Cost Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Payroll Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Ass't. Payroll Clerk.... | 149.00 | 159.00 | 170.00 | 181.00 |
| Jr. Payroll Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Calculator Operator— Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Gatehouseman No. 1.... | 112.00 | 119.00 | 127.00 | 135.00 |
| Gatehouseman No. 2.... | 103.00 | 109.00 | 116.00 | 123.00 |

CENTRAL STORES

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|------------------------|------------------------|----------|----------|------------------------|
| Works Storekeeper..... | \$173.00 | \$185.00 | \$198.00 | \$212.50 |
| Order Filler..... | 123.00 | 131.00 | 140.00 | 149.00 |

EDGEWATER

| | | | | |
|-------------------------------------|----------|----------|----------|----------|
| Head Payroll Clerk..... | \$173.00 | \$185.00 | \$198.00 | \$212.50 |
| Payroll Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Mine Cost Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Ass't. Payroll Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Calculator Operator— Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Gatehouseman No. 1.... | 112.00 | 119.00 | 127.00 | 135.00 |
| Gatehouseman No. 2.... | 103.00 | 109.00 | 116.00 | 123.00 |

CENTRAL STORES

| | | | | |
|------------------------|----------|----------|----------|----------|
| Works Storekeeper..... | \$191.00 | \$204.00 | \$219.50 | \$236.50 |
| Warehouseman | 135.00 | 144.00 | 154.00 | 164.00 |
| Order Filler..... | 123.00 | 131.00 | 140.00 | 149.00 |

WYLAM

| | | | | |
|-------------------------------------|----------|----------|----------|----------|
| Head Payroll Clerk— Night | \$173.00 | \$185.00 | \$198.00 | \$212.50 |
| Payroll Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Mine Cost Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Ass't. Payroll Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Weigher and Bookkeeper | 135.00 | 144.00 | 154.00 | 164.00 |
| Calculator Operator— Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Gatehouseman No. 1.... | 112.00 | 119.00 | 127.00 | 135.00 |
| Gatehouseman No. 2.... | 103.00 | 109.00 | 116.00 | 123.00 |

CENTRAL STORES

| | | | | |
|------------------------|----------|----------|----------|----------|
| Works Storekeeper..... | \$173.00 | \$185.00 | \$198.00 | \$212.50 |
| Warehouseman | 123.00 | 131.00 | 140.00 | 149.00 |

COAL MINES OPERATING PRATT

GENERAL

| | | | | |
|-------------------------|----------|----------|----------|----------|
| Property Clerk..... | \$181.00 | \$193.00 | \$207.00 | \$223.00 |
| Chief Inspector's Clerk | 149.00 | 159.00 | 170.00 | 181.00 |
| Production Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|------------------------|------------------------|----------|----------|------------------------|
| Stenographer— | | | | |
| Receptionist | 112.00 | 119.00 | 127.00 | 135.00 |
| Ediphone Operator..... | 112.00 | 119.00 | 127.00 | 135.00 |
| Jr. Clerk & Blue | | | | |
| Print Operator..... | 103.00 | 109.00 | 116.00 | 123.00 |
| Jr. Clerk—Typist..... | 103.00 | 109.00 | 116.00 | 123.00 |
| Office Clerk..... | 95.00 | 100.00 | 106.00 | 113.00 |

HAMILTON

| | | | | |
|-----------------------|----------|----------|----------|----------|
| Jr. Clerk—Typist..... | \$103.00 | \$109.00 | \$116.00 | \$123.00 |
|-----------------------|----------|----------|----------|----------|

DOCENA

| | | | | |
|-----------------------|----------|----------|----------|----------|
| Jr. Clerk—Typist..... | \$103.00 | \$109.00 | \$116.00 | \$123.00 |
|-----------------------|----------|----------|----------|----------|

EDGEWATER

| | | | | |
|-----------------------|----------|----------|----------|----------|
| Jr. Clerk—Typist..... | \$103.00 | \$109.00 | \$116.00 | \$123.00 |
|-----------------------|----------|----------|----------|----------|

WYLAM

| | | | | |
|-----------------------|----------|----------|----------|----------|
| Jr. Clerk—Typist..... | \$103.00 | \$109.00 | \$116.00 | \$123.00 |
|-----------------------|----------|----------|----------|----------|

ORE MINES COMPTROLLER'S

MUSCODA

| | | | | |
|--------------------------|----------|----------|----------|----------|
| Sr. Standard | | | | |
| Cost Clerk..... | \$200.00 | \$214.50 | \$231.00 | \$249.00 |
| Standard Cost Clerk.... | 181.00 | 193.00 | 207.00 | 223.00 |
| Head Payroll Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Freight & | | | | |
| Statistical Clerk..... | 181.00 | 193.00 | 207.00 | 223.00 |
| Distribution Clerk..... | 164.00 | 175.00 | 187.00 | 201.00 |
| Payroll Clerk | 164.00 | 175.00 | 187.00 | 201.00 |
| Night Timekeeper..... | 164.00 | 175.00 | 187.00 | 201.00 |
| General Clerk | | | | |
| (Timekeeping) | 164.00 | 175.00 | 187.00 | 201.00 |
| Utility Clerk | 149.00 | 159.00 | 170.00 | 181.00 |
| Construction Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| O. S. Timetaker & Ass't. | | | | |
| Payroll Clerk..... | 135.00 | 144.00 | 154.00 | 164.00 |
| O. S. Timetaker & Jr. | | | | |
| Payroll Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Jr. Payroll Clerk | 123.00 | 131.00 | 140.00 | 149.00 |

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|---|------------------------|----------|----------|------------------------|
| Calc. Operator—Clerk.. | 112.00 | 119.00 | 127.00 | 135.00 |
| Addressograph Op- erator—Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Mine Messenger..... | 103.00 | 109.00 | 116.00 | 123.00 |
| Chief Incentive Plan Clerk..... | 223.00 | | | |

Range was not established
prior to Executive Order
9250. Approval cannot be
obtained at present.

CENTRAL STORES

| | | | | |
|------------------------|----------|----------|----------|----------|
| Works Storekeeper..... | \$191.00 | \$204.00 | \$219.50 | \$236.50 |
| Warehouseman | 135.00 | 144.00 | 154.00 | 164.00 |

ISHKOOKA

| | | | | |
|--------------------------------|----------|----------|----------|----------|
| Night Timekeeper..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Ass't. Payroll Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Jr. Payroll Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Calc. Operator— Clerk | 112.00 | 119.00 | 127.00 | 135.00 |
| Mine Messenger..... | 103.00 | 109.00 | 116.00 | 123.00 |

CENTRAL STORES

| | | | | |
|------------------------|----------|----------|----------|----------|
| Works Storekeeper..... | \$149.00 | \$159.00 | \$170.00 | \$181.00 |
| Jr. Order Filler..... | 103.00 | 109.00 | 116.00 | 123.00 |

WENONAH

| | | | | |
|---------------------------|----------|----------|----------|----------|
| Night Timekeeper..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Payroll Clerk | 164.00 | 175.00 | 187.00 | 201.00 |
| Ass't. Payroll Clerk..... | 149.00 | 159.00 | 170.00 | 181.00 |
| Jr. Payroll Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |
| Calc. Operator—Clerk.. | 112.00 | 119.00 | 127.00 | 135.00 |

CENTRAL STORES

| | | | | |
|------------------------|----------|----------|----------|----------|
| Works Storekeeper..... | \$173.00 | \$185.00 | \$198.00 | \$212.50 |
| Jr. Order Filler..... | 103.00 | 109.00 | 116.00 | 123.00 |

ORE CONDITIONING

| | | | | |
|--|----------|----------|----------|----------|
| O. S. Timetaker & Ass't. Payroll Clerk..... | \$135.00 | \$144.00 | \$154.00 | \$164.00 |
| O. S. Timetaker & Jr. Payroll Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |

CENTRAL STORES

| | Minimum or 1st Year | 2nd Year | 3rd Year | Maximum or 4th Year |
|------------------------|------------------------|----------|----------|------------------------|
| Works Storekeeper..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |

DOLONAH

| | | | | |
|------------------------|----------|----------|----------|----------|
| Payroll Clerk..... | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Jr. Payroll Clerk..... | 123.00 | 131.00 | 140.00 | 149.00 |

ORE MINES OPERATING

| | | | | |
|---|----------|----------|----------|----------|
| Construction Clerk (Muscoda) | \$164.00 | \$175.00 | \$187.00 | \$201.00 |
| Jr. Clerk (Muscoda).... | 123.00 | 131.00 | 140.00 | 149.00 |
| Clerk—Typist (Muscoda, Ishkooda, Wenonah, Dolonah).. | 112.00 | 119.00 | 127.00 | 135.00 |
| Practice Man (Ore Conditioning) | 181.00 | 193.00 | 207.00 | 223.00 |

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CONSTITUTION
of
Congress
of
Industrial
Organizations



1943

CONSTITUTION
of
Congress of
Industrial Organizations

1943



PRINTED IN U. S. A.

PREAMBLE

The Committee for Industrial Organization formed in November, 1935, presented a program to the unorganized workers of this country. In less than three years a magnificent record of achievement and overwhelming mass support established the Committee for Industrial Organization as the most powerful and progressive labor force in this country. Active organizing campaigns in the mass production and basic industries have brought into being unions with millions of members in unorganized industries.

A new freedom has been brought by the Committee for Industrial Organization to American workers and it has forged the instrumentality whereby labor will achieve and extend industrial and political democracy.

For the purpose of providing a permanent basis for the continued achievement and success on behalf of the workers of America, this constitution and the principles embraced therein have been adopted.

CONSTITUTION

ARTICLE I.

Name.

This organization shall be known as the "Congress of Industrial Organizations" (CIO).

ARTICLE II.

Objects.

The objects of the organization are:

First. To bring about the effective organization of the working men and women of America regardless of race, creed, color, or nationality, and to unite them for common action into labor unions for their mutual aid and protection.

Second. To extend the benefits of collective bargaining and to secure for the workers means to establish peaceful relations with their employers, by forming labor unions capable of dealing with modern aggregates of industry and finance.

Third. To maintain determined adherence to obligations and responsibilities under collective bargaining and wage agreements.

Fourth. To secure legislation safeguarding the economic security and social welfare of the workers of America, to protect and extend our democratic institutions and civil rights and liberties, and thus to perpetuate the cherished traditions of our democracy.

ARTICLE III.

Affiliates.

Section 1. The Organization shall be composed of affiliated national and international unions, organizing committees, local industrial unions and industrial union councils.

Sec. 2. Certificates of affiliation shall be issued to national and international unions and organizing committees by the Executive Board.

Sec. 3. Certificates of affiliation shall be issued to local industrial unions by the Executive Board. The Executive Board shall issue rules gov-

erning the conduct, activities, affairs, and the suspension and expulsion of local industrial unions. It shall be the duty of the Executive Board to combine local industrial unions into national or international unions or organizing committees. Any local industrial union or group of local industrial unions may request the Executive Board to authorize such combination. The decision of the Executive Board may be appealed to the convention, provided, however, that pending the appeal the decision shall remain in full force and effect.

Sec. 4. Certificates of affiliation shall be issued to industrial union councils by the Executive Board. Industrial Union Councils shall be organized upon a city, state or other regional basis as may be deemed advisable by the Executive Board and shall be composed of the locals of national unions, international unions and organizing committees, and local industrial unions and local industrial union councils within the territorial limits of such council. It shall be the

duty of national and international unions and organizing committees to direct their locals to affiliate with the proper industrial union councils. It shall be the duty of all local industrial unions and local industrial union councils to affiliate with the proper industrial union councils. The Executive Board shall issue rules governing the conduct, activities, affairs, and the suspension and expulsion of industrial union councils. The decision of the Executive Board may be appealed to the convention, provided, however, that pending the appeal the decision shall remain in full force and effect.

Sec. 5. The number of members in each national or international union, organizing committee, and local industrial union for any purpose under the constitution shall be the number of members for which per capita dues have been paid and the number of members for which exoneration has been granted by the Executive Board, pursuant to the constitution. It shall

be the duty of each affiliate to furnish reports to the Organization showing its membership.

Sec. 6. National or international unions and organizing committees may not be suspended or expelled except upon a two-thirds vote at the convention. This provision may not be amended except by a two-thirds vote at the convention.

ARTICLE IV.

Officers and Executive Board.

Section 1. The officers shall consist of a president, nine vice presidents and a secretary-treasurer. Each officer shall be a member of an affiliate; shall be elected by a majority of the votes cast at each regular convention, shall serve for the term of one year and shall assume office immediately upon election. In the event that more than two candidates are nominated for any one of the foregoing offices, and no one candidate receives a majority of the votes cast, all except the two candidates receiving the highest

votes shall be eliminated from the list of candidates, and a second vote taken.

Sec. 2. In the event of a vacancy in the office of the President, Vice President or Secretary-Treasurer by death, resignation or otherwise, the Executive Board by majority vote of all its members shall determine the successor, who shall serve the unexpired term, or until a successor for the unexpired term is chosen at a special convention, which may be called for that purpose. In the event of such a vacancy in the office of the President, the Secretary-Treasurer shall within ten days from the date of the vacancy call a special meeting of the Executive Board upon ten days' notice for the purpose of determining the successor.

Sec. 3. The convention shall elect the Executive Board which shall be composed of one member from each affiliated national and international union and organizing committee. Each such affiliate shall nominate one of its duly qualified officers for such membership to the Executive Board.

The President, Vice Presidents and Secretary-Treasurer shall be members of the Executive Board by virtue of their office.

Sec. 4. In the event of a vacancy in the membership of the Executive Board other than the officers, due to termination of office in the affiliate which nominated the member, or to death or resignation or otherwise, the Executive Board shall determine the successor who shall serve the unexpired term. The affiliate shall nominate one of its duly qualified officers for such successor.

Sec. 5. National headquarters shall be maintained at Washington, D. C.

ARTICLE V.

The Duties of the Officers.

President.

Section 1. The President shall preside over the convention and meetings of the Executive Board, exercise supervision of the affairs of the Organization, and function as the chief executive officer.

Sec. 2. The President shall interpret the meaning of the Constitution and his interpretation shall be subject to review by the Executive Board. Between sessions of the Executive Board he shall have full power to direct the affairs of the Organization, and his acts shall be reported to the Executive Board for its approval.

Sec. 3. The President shall have authority, subject to the approval of the Executive Board, to appoint, direct, suspend or remove, such organizers, representatives, agents and employees as he may deem necessary.

Sec. 4. The President shall make full reports of the administration of his office and of the affairs of the Organization to the convention.

Vice Presidents

Sec. 5. The Vice Presidents shall assist the President in the performance of his duties. Each Vice President shall carry out such special assignments as may be necessary in the judgment of the President to advance the work of the organization.

Secretary-Treasurer.

Sec. 6. The Secretary-Treasurer shall cause to be recorded the proceedings of all conventions and all sessions of the Executive Board. He shall have charge of and preserve the books and records, files, documents and effects of the Organization. He shall provide for a semi-annual audit of the books and financial records of the Organization which shall be reported to the Executive Board. He shall be bonded for the security of the Organization's funds and for the faithful performance of his duties in an amount to be determined by the Executive Board.

Sec. 7. The Secretary-Treasurer shall perform such other duties as may be assigned to him by the President or the Executive Board. The salary of the Secretary-Treasurer shall be fixed by the Executive Board.

ARTICLE VI.

Duties of the Executive Board.

Section 1. The Executive Board shall enforce the constitution and

carry out the instructions of the conventions, and between conventions shall have power to direct the affairs of the Organization.

Sec. 2. The Executive Board may establish bureaus and departments and create such committees as may be necessary to the affairs of the Organization.

Sec. 3. The Executive Board shall make the necessary arrangements for the maintenance of financial books and records, the receipt of all funds due the Organization, the deposit, investment, holding and disbursement of such funds. The Executive Board may appoint such employees as may be necessary for these purposes. Real estate necessary to the affairs of the Organization may be acquired, held, leased, mortgaged and disposed of by the Executive Board in the names of the Officers, and their successors in office, as trustees for the Organization.

Sec. 4. The Executive Board members shall attend all regular and spe-

cial meetings and shall perform such duties as may be assigned to them.

Sec. 5. The Executive Board shall hold at least two regular meetings each year. Special meetings of the Board shall be convened by the President when necessary or when requested by a majority of the members of the Executive Board. A quorum of the Executive Board shall be a majority of the members. Questions coming before the Executive Board shall be decided by a majority vote of its members present at a quorum, except as otherwise provided in the Constitution. Any member may demand a roll call vote on any question, and in such event, each Executive Board member shall cast as many votes as there are members of his affiliate. The number of members of each affiliate for such purpose shall be determined as of the month preceding the month in which the meeting is held. Where a roll call vote is taken, the officers shall have no vote except the President, who shall cast the deciding vote in the case of a tie.

Sec. 6. Any dispute between two or more affiliates may be submitted to the Executive Board which shall make such recommendations to the parties in dispute as it shall deem advisable and report to the convention.

Sec. 7. The Executive Board shall have the power to file charges and conduct hearings on such charges against any officer of the Organization or other member of the Executive Board, on the ground that such person is guilty of malfeasance or maladministration, and to make a report to the convention recommending appropriate action. The Executive Board must serve such officer with a copy of the written charges a reasonable time before the hearing.

Sec. 8. The Executive Board shall have the power to investigate any situation involving an affiliate on the ground that such affiliate is conducting its affairs and activities contrary to the provisions of the Constitution, and to make recommendations to the affiliate involved and to make a report to the convention.

Sec. 9. The Executive Board shall provide for the regular audit of the books and accounts of the Organization.

Sec. 10. The Executive Board shall report its actions, decisions and management of the affairs of the Organization to the convention.

Sec. 11. The members of the Executive Board shall be paid all legitimate expenses incurred in performing their duties as members of the Executive Board.

Sec. 12. The Executive Board shall have the power to adopt such rules, not inconsistent with the Constitution, as it may deem necessary to carry out its duties and powers.

ARTICLE VII.

Convention.

Section 1. The convention shall be the supreme authority of the Organization and except as otherwise provided in the Constitution, its decisions shall be by a majority vote.

Sec. 2. A convention shall be held each year during the months of October or November at a time and place designated by the Executive Board. The Executive Board shall give at least 30 days' notice of the time and place which it so designates. Special conventions may be called upon 30 days' notice by the Executive Board.

Sec. 3. The Call for a special convention must include a statement of the particular subject or subjects to be considered at the convention and no other business shall be transacted at such convention. A special convention shall be governed by the provisions for regular conventions.

Sec. 4. A majority of the delegates seated shall constitute a quorum.

Sec. 5. Each national and international union and organizing committee and each local industrial union shall be entitled to one vote for each member. Each industrial union council shall be entitled to one vote.

Sec. 6. Each national or international union and organizing committee shall be entitled to the number of

delegates indicated in the following scale:

Up to 5,000 membership, 2 delegates
Over 5,000 membership, 3 delegates
Over 10,000 membership, 4 delegates
Over 25,000 membership, 5 delegates
Over 50,000 membership, 6 delegates
Over 75,000 membership, 7 delegates
100,000 membership, 8 delegates for the
first 100,000 members and one additional
delegate for each additional
50,000 or majority fraction thereof.

Each local industrial union and industrial union council shall be entitled to one delegate. Local industrial unions may combine with other local industrial unions in a reasonable distance of one another and elect delegates to represent them.

Sec. 7. Any affiliate which, at the opening date of the convention, is in arrears to the Organization for per capita tax for two months or more shall not be entitled to representation to the convention.

Sec. 8. The number of members of each national and international union, organizing committee and local indus-

trial union for the purpose of the convention shall be determined as of the month preceding the month of the opening date of the convention. The Secretary shall submit to the convention a printed list showing the number of votes and delegates to which each affiliate is entitled.

Sec. 9. Questions may be decided by a division or show of hands. A roll call may be demanded by the delegates representing thirty (30) per cent or more of the total numbers of votes at the convention.

Sec. 10. Not less than 30 days prior to the opening of the convention, the Secretary shall furnish each affiliate with credential blanks in duplicate, which must be attested as required on the blanks. The duplicate shall be retained by the delegate, and the original sent to the Secretary, and no credentials shall be accepted later than ten days prior to the opening date of the convention.

Sec. 11. Prior to the opening date of the convention, the Executive Board shall meet and constitute itself

or a subcommittee as the Credentials Committee for the convention. Appeals from its decisions shall lie to the floor of the convention. The convention shall not be constituted for business until after the Credentials Committee shall have examined and reported on credentials of all delegates present at the scheduled time on the opening date of the convention.

Sec. 12. All members of the Executive Board who are not elected as delegates shall be ex-officio delegates to the convention with all the rights and privileges of elected delegates, but without vote.

Sec. 13. All resolutions, appeals, and constitutional amendments to be considered by the convention shall be sent not less than ten days prior to the the opening date of the convention to the Secretary, who shall sort and distribute them among the chairmen of appropriate committees.

Sec. 14. The President shall appoint, prior to the opening date of the convention and subject to the approval of the convention, such com-

mittees as are necessary to conduct the affairs of the convention. Such committees shall meet before the opening date of the convention and shall proceed to consider all resolutions, appeals, reports, and constitutional amendments submitted to the convention.

ARTICLE VIII.

Revenue.

Section 1. Each national and international union and organizing committee shall pay on or before the 15th of each month, for the preceding month, a per capita tax of five cents per member per month.

Sec. 2. Each local industrial union shall pay on the 15th of each month, for the preceding month, a per capita tax of fifty cents per member per month. The local industrial unions shall also pay to the Organization one-half of the initiation fee received by such local industrial union from its members, which payment to the Organization shall in no case be less than \$1 per member.

Sec. 3. The Executive Board may exonerate any national and international union, organizing committee and local industrial union from the payment of per capita tax due to the Organization for any month for the members in good standing of such affiliate who are unemployed due to strike, lock-out or other involuntary cause.

Sec. 4. Each affiliate, upon the issuance of a certificate of affiliation, shall pay to the Organization the sum of \$25.

Sec. 5. Each industrial union council shall pay to the Organization an annual fee of \$25.

ARTICLE IX.

This constitution, except as otherwise provided, may be amended by a majority vote at the convention.

ARTICLE X.

This constitution shall become effective immediately upon its adoption.

[Vol. 208a] COMPLAINANTS' EXHIBIT No. 9

**Constitution
of
International Union**

**UNITED STEELWORKERS
OF AMERICA
CIO**

—◆—
MANUAL
—◆—

**TRIAL, DISCIPLINE AND
EXPULSION OF MEMBERS**



**ADOPTED AT
CLEVELAND, OHIO
MAY 13, 1944**

Constitution of International Union

**UNITED STEELWORKERS
OF AMERICA
CIO**

—◆—
MANUAL
—◆—

**TRIAL, DISCIPLINE AND
EXPULSION OF MEMBERS**



**ADOPTED AT
CLEVELAND, OHIO
MAY 13, 1944**



ARTICLE I

Name and Affiliation

This Organization shall be known as the United Steelworkers of America, hereinafter also referred to as the International Union.

The International Union shall be affiliated with the Congress of Industrial Organizations.

ARTICLE II

Objects

First. To unite in this industrial union, regardless of race, creed, color or nationality, all workers and workmen and working women eligible for membership, employed in and around iron and steel manufacturing, processing and fabricating mills and factories in the United States and Canada.

Second. To establish through collective bargaining adequate wage standards, shorter hours of work and improvements in the conditions of employment for the workers in the industry.

Third. To secure legislation safeguarding the economic security and social welfare of the workers in the industry, to protect and extend our democratic institutions and civil rights and liberties and thus to perpetuate the cherished traditions of our democracy.

ARTICLE III

Eligibility of Members

All working men and working women, regardless of race, creed, color or nationality, employed in and around iron and steel manufacturing, processing and fabricating mills and factories, or in any other place now under the jurisdiction of the International Union, in the United States and Canada or officers, staff representatives or employes of the International Union, are eligible to membership.

No person having the power, in the management of any mill or factory, to hire or fire shall be eligible for membership.

Persons having supervisory power,

excluding the right to hire and fire, shall be eligible to membership subject to the approval of the Local Union and the International Executive Board.

ARTICLE IV

International Officers, International Tellers, International Executive Board and Delegates to the Conventions of the Congress of Industrial Organizations

Section 1. The International Officers of the International Union shall be the International President, the International Secretary-Treasurer and two Assistants to the International President. There shall be one District Director for each District, three International Tellers, and a National Director for Canada.

Sec. 2. The term of office of the International Officers, International Executive Board members, International Tellers and Delegates to the Convention of the Congress of Industrial Organizations shall be two years, except that the International Officers and Ex-

Executive Board members elected in May, 1942, at the Convention, shall hold office until May 31, 1945, and the terms of the office of the International Tellers and Delegates to the Convention of the Congress of Industrial Organizations until May, 1945, shall be determined by the International Executive Board.

Sec. 3. No member shall be eligible for nomination or election to an International office unless he (a) shall be in good standing, (b) is a citizen of the United States or Canada or has legally declared his intention of becoming a citizen of the United States or Canada, and (c) has worked for three years in a mill or plant, or any other place within the jurisdiction of the International Union, or is one of the International Officers or staff representatives of the International Union.

Except in the case of International Officers, there shall be not more than one delegate to the conventions of the Congress of Industrial Organizations

from a single District of the International Union.

Sec. 4. No member shall hold two or more salaried International Offices at the same time.

International President

Sec. 5. The International President shall attend and preside at all International Conventions and at all sessions of the International Executive Board. He shall convene regular and special meetings of the International Executive Board whenever necessary, or when requested by a majority of the members of the International Executive Board.

Sec. 6. The President shall interpret the meaning of the Constitution and his interpretation shall be subject to review by the International Executive Board. Between sessions of the International Executive Board he shall have full power to direct the affairs of the International Union subject to the approval of the Executive Board. He may, in person, or designate an International Officer or a staff representative

to, visit or inspect the office of any Local Union or District.

Sec. 7. The International President shall have the authority to appoint, direct, suspend, or remove, such organizers, representatives, agents and employes as he may deem necessary. He shall fix their compensation subject to the approval of the International Executive Board.

Sec. 8. The International President shall appoint, prior to the opening date of the International Convention, and subject to the approval of the International Convention, such committees as are necessary to conduct the affairs of the International Convention. Such committees shall meet before the opening date of the International Convention and shall proceed to consider all resolutions, appeals, reports and constitutional amendments submitted to the International Convention.

Sec. 9. The International President and the International Secretary-Treasurer shall make a full joint report of the administration of their offices and

of the affairs of the International Union to the International Convention.

Sec. 10. The International President shall perform all such other duties as pertain to his office. He shall receive \$20,000 per annum, payable semi-monthly in equal amounts, and when performing duties away from the International office he shall receive his legitimate expenses.

Assistants to the International President

Sec. 11. The two assistants to the International President shall assist the International President in the performance of his duties and shall work under the direction of the International President.

Each Assistant to the International President shall receive \$12,000 per annum, payable semi-monthly in equal amounts and when performing duties away from the International office they shall receive their legitimate expenses.

International Secretary-Treasurer

Sec. 12. The International Secretary-Treasurer shall cause to be recorded the

proceedings of all International Conventions and all sessions of the International Executive Board. He shall have charge of and preserve all books, documents and effects of the International office, except such records as properly belong to the office of the International President.

The Seal of the International Union shall be held in trust by the International Secretary-Treasurer. The Seal shall be in a form and design containing the words "United Steelworkers of America, Organized May 22, 1942."

Sec. 13. The International Secretary-Treasurer shall make the necessary arrangements for the maintenance of financial books and records, the receipt of all funds due the International Union and shall deposit all such funds in the name of the International Union in depositories approved by the International Executive Board. He shall invest all such funds as may be deemed by the International Executive Board to be in excess of current need in such securities as the International Executive Board may decide.

Sec. 14. The International Secretary-Treasurer shall pay all bills and current expenses unless otherwise ordered by the International President. He shall keep copies of all important correspondence sent out and received by his office.

Sec. 15. The International Secretary-Treasurer shall give a bond of \$25,000 to insure the faithful discharge of his duties. Said bond shall be approved by the International Executive Board. The cost of said bond shall be paid out of the funds of the International Union.

Sec. 16. The International Secretary-Treasurer shall have the authority, subject to the approval of the International Executive Board, to employ with compensation such assistants as may be necessary to conduct the affairs of his office.

Sec. 17. The International Secretary-Treasurer shall perform such other duties as pertain to his office or may be assigned him by the President or the International Executive Board.

The International Secretary - Treas-

urer shall receive \$12,000 per annum; payable semi-monthly in equal amounts, and when performing duties away from the International office, he shall receive his legitimate expenses.

International Executive Board

Sec. 18. The International Executive Board shall consist of the International President, the International Secretary-Treasurer, the two Assistants to the International President, and the District Directors, and the National Director of Canada.

Sec. 19. An International Executive Board member shall attend all regular and special meetings of the International Executive Board and he shall perform such duties as may be assigned to him by and be subject to the direction of the International President.

Sec. 20. The International Executive Board shall meet twice a year and at such other times as provided for herein. It shall enforce the Constitution and carry out the instructions of the International Conventions, and between the International Conventions shall have

power to direct the affairs of the International Union. It shall cause the books of the Secretary-Treasurer to be audited by certified public accountants semi-annually and shall transmit a copy of the audit to all Local Unions upon the completion thereof.

Sec. 21. Real estate necessary to the affairs of the International Union may be acquired, held, leased, mortgaged and disposed of by the Executive Board in the names of the International President and the International Secretary-Treasurer and their successors in office as trustees for the International Union.

Sec. 22. The International Executive Board shall have the power to remove any of the officers enumerated in Section 1 hereof who, (a) after due trial upon written charges of which a copy shall be given to the accused at least 15 days before trial, is found guilty of dishonesty, malfeasance or maladministration, or (b) has been expelled as a member of the International Union in accordance with the provisions of this Constitution.

Sec. 23. The International Executive Board shall have the power to fill vacancies for any International office for the unexpired term, except in the case of District Directors, who shall be elected from the District in which the vacancy occurs by a special referendum vote conducted in the same manner as in the case of regular elections.

Sec. 24. The International Executive Board shall have the power to decide all appeals made to it and its decisions shall be effective when rendered, except that it may stay execution of the decision pending an appeal to the International Convention, notice of which shall be filed with the International Secretary-Treasurer within 30 days after the International Executive Board's decision is made known to the parties interested.

Sec. 25. A quorum of the International Executive Board shall be a majority of the members. Questions coming before the Executive Board shall be decided by a majority vote of its members present at a quorum, except as

otherwise provided in this Constitution. Any member may demand a roll-call vote on any question and in such event each member of the International Executive Board shall have one vote and one additional vote for each 1,000 members or majority fraction thereof in good standing in the District which he represents. The National Director of Canada shall have the number of votes equal to the highest vote of any Canadian District Director. In the absence of a roll-call vote, the International Officers shall be entitled to one vote each. In the event a roll-call vote is taken, the International President and the International Secretary-Treasurer shall each be entitled to a vote equal to the number of votes cast by the Board member who has the highest number of votes and the two Assistants to the International President shall be entitled to ten votes each.

Each District Director shall receive \$6,000.00 per annum, payable semi-monthly in equal amounts, and when performing duties away from the Dis-

strict office, they shall receive their legitimate expenses.

International Tellers

Sec. 26. The three International Tellers shall perform their duties in connection with elections to International offices as provided in this Constitution.

Sec. 27. Each International Teller shall receive \$12.00 per day and his legitimate expenses for each day employed.

Delegates to the Conventions of the Congress of Industrial Organizations

Sec. 28. Delegates to the conventions of the Congress of Industrial Organizations shall represent the International Union. They shall render a report to the regular International Convention immediately following the convention of the Congress of Industrial Organizations which they last attended. The delegates to the conventions of the Congress of Industrial Organizations shall cast their vote as a unit, on all questions coming before the convention in accordance with the instructions of the

International Convention or the International Executive Board. In the absence of such instructions, the decision of a majority of the delegates shall determine.

Delegates to the conventions of the Congress of Industrial Organizations, other than salaried officials of the International Union, shall receive \$12.00 per day and legitimate expenses for each day occupied in the performance of their functions.

ARTICLE V

Nominations and Elections of International Officers, International Executive Board Members, and Delegates to the Conventions of the Congress of Industrial Organizations

Section 1. The International President, the International Secretary-Treasurer, the two Assistants to the International President, the three International Tellers, and the delegates to the conventions of the Congress of Industrial Organizations shall be elected by

referendum vote of the members of the International Union, except that the four International Officers shall be ex officio delegates to the conventions of the Congress of Industrial Organizations. The members of the International Union within each District shall elect their District Director by referendum vote.

The candidates for the respective positions receiving a plurality of the votes cast and meeting the eligibility requirements set forth in Sections 3 and 4 of Article IV, shall be declared elected.

For the first term, the International Officers shall be nominated and elected by the delegates assembled at the International Convention held in May, 1942, the District Directors shall be nominated and elected by the delegates from within their respective districts and the International Tellers and the delegates to the convention of the Congress of Industrial Organizations shall be designated by the Executive Board so elected. The candidates for the respective positions to be filled by election at the

International Convention held in May, 1942, receiving a plurality of the votes cast by the delegates shall be declared elected.

Until May 31, 1945, the National Director of Canada shall be appointed with compensation by the International President, subject to the approval of the International Executive Board. On the second Tuesday in February, 1945, and thereafter the National Director of Canada shall be elected for the same term, in the same manner and at the same time as the other International elections, by the members within Canada.

Sec. 2. The next election of the International Officers, International Tellers, District Directors, and delegates to the conventions of the Congress of Industrial Organizations shall be held on the second Tuesday of February, 1945, and all subsequent elections shall be held on the second Tuesday in February every two years thereafter and the International Officers elected shall assume their duties beginning June 1st

following their election and shall serve for the term of two years thereafter.

Sec. 3. All members in good standing shall be entitled to vote.

Sec. 4. Each Local Union shall have the right to nominate a member for each office to be filled. The International Secretary-Treasurer shall prepare nomination blanks and send them to the Local Unions not later than 90 days before the date of election and the Local Recording Secretary shall fill in the names of the members nominated by the Local Union for the various offices and forward the same to reach the International Secretary-Treasurer's office not later than 60 days before the date of election.

Sec. 5. The International Secretary-Treasurer shall within ten days thereafter notify all members who have been nominated and ask if they are candidates, but no person shall be notified or be a candidate who has not been nominated by 15 or more Local Unions. In the case of candidates for the position

of District Director, nominations by two Local Unions shall be sufficient, and in the case of the National Director of Canada, nominations by five (5) Local Unions shall be sufficient.

Sec. 6. Any nominee notified in accordance with Section 5 of this Article who desires to become a candidate must have his official notice attested by the officers of his Local Union and return said notice to the International Secretary-Treasurer at once.

Sec. 7. No nominee filing his acceptance with the International Secretary-Treasurer shall be allowed to withdraw his name.

Sec. 8. The International Secretary-Treasurer shall prepare ballots giving the names and places of residence of those accepting nominations, also showing the positions for which the various nominees are candidates, and forward them to the Local Unions in sufficient numbers to supply each member not later than four weeks prior to the date of election. Two "Tally Sheets," one "Return Sheet," and one envelope for

"Return Sheet," must accompany the ballot sent each Local Union. In arranging the ballots, the International Secretary-Treasurer shall place the names of the different candidates on the ballot in graduated order, in accordance with the number of nominations received.

Sec. 9. The Local Recording Secretaries must notify their members by posting notices and otherwise, one week prior to the dates set for the elections.

Sec. 10. Each Local Union shall designate, at a regular meeting of the Local, where its election shall be held, and the place so designated shall be the official voting place of such Local Union and under no circumstances shall the votes of any Local be tabulated in any place other than the place designated by the Local Union, and no member shall be allowed to interfere with the official Local Tellers during the tabulation. Voting shall take place on the day of the election during such hours which will permit all members who so desire to vote.

Sec. 11. No member shall be allowed

more than one vote for any candidate for a particular office, nor shall the Local Tellers record the vote of any member who is not present at the time the election is held, except officers, and staff representatives in the field away from home, whose votes shall be received if sent to the Recording Secretary of their respective Local Unions.

Sec. 12. Each Local Union shall elect from among its members a committee of not less than three nor more than nine, three of whom must be the Local Union President, Financial and Recording Secretaries, to act as Local Union Tellers, whose duty it shall be to supervise the election, and when requested, assist the members in voting, and tabulate the votes cast by the members for the respective offices, and enter on the "Return Sheet" furnished by the International Secretary-Treasurer for that purpose the total number of votes cast for each candidate. The correctness of the "Return Sheet" must be attested with the Local Union seal and signatures of the President and Recording Secretary of the Local Union.

A member who has not attended at least one-half of the regular meetings of his Local Union during the six months preceding the election shall not be allowed to act as a Local Union Teller for said elections unless his union activities or his working hours prevented such attendance.

Sec. 13. Should it be proved that more votes are recorded on the "Return Sheet" than were actually cast by the members, the entire vote of the Local Union shall be thrown out by the International Tellers, and those responsible for the fraud shall be punished.

Sec. 14. After the votes have been tabulated and the "Return Sheet" attested, it shall be turned over to the Recording Secretary, whose duty it shall be to see that the "Return Sheet" is properly attested, enclosed in a special envelope furnished by the International Secretary-Treasurer for that purpose, and forwarded at once by registered mail to the International Secretary-Treasurer's office. "Return Sheets" reaching International Head-

quarters more than ten days after the election shall not be tabulated by the International Tellers.

Sec. 15. The envelopes for "Return Sheets" furnished the Local Unions must have the name and address of the International Secretary-Treasurer, and the following printed thereon:

Election Returns

From L. U. No.-----

District -----

The Local Recording Secretary shall insert the numbers of the Local Union and District in the blank spaces on the envelope.

Sec. 16. When the "Return Sheets" reach the International Secretary-Treasurer's office, he shall examine the envelopes to see if they are intact, make a proper record of their receipt, and deposit them unopened in a securely locked receptacle provided for that purpose.

Sec. 17. Before turning the "Return Sheets" over to the International Tellers, the International Secretary-Treas-

urer, with the International Tellers, must check them with the record made upon their receipt, and the International Secretary-Treasurer shall take the International Tellers' receipt for all "Return Sheets" turned over to them.

Sec. 18. The International Secretary-Treasurer shall be sole custodian of the "Return Sheets" from the time they reach his office until turned over to the International Tellers and during the interims of tabulation.

Sec. 19. The International Tellers shall meet at the headquarters of the International Union,

(a) to open and tabulate the nomination returns and file their report with the International Secretary-Treasurer so that he may send out notifications as required by Section 5 hereof; and

(b) to tabulate the votes cast for the various nominees.

Sec. 20. The votes of each District and of each Local Union within such District shall be tabulated separately and consecutively. The entire total vote shall also be tabulated. The complete

report shall be printed and sent out to the Local Unions by the International Tellers not later than April 1 of each election year. This report shall be an official announcement of the election to office of the successful candidates.

Sec. 21. The International Tellers shall decide the legality of the votes of any Local Union. In the event the International Tellers refuse, for any reason, to tabulate the vote of any Local Union, their reason must in every instance be shown on their report submitted to the Local Unions and all contests growing out of the report shall be filed with the International Executive Board, which body shall have the power to decide the contest.

Sec. 22. The International Tellers shall not count the votes of any Local Union that has cast more votes than the number of members in good standing during the month preceding the one in which the election is held unless a satisfactory explanation for so doing accompanies the "Return Sheet" of the Local Union so voting. Neither shall

they count the votes of any Local Union that is not in good standing or whose "Return Sheet" is not attested as required by Section 14 of this Article.

Sec. 23. All contests in connection with the votes of any Local Union must be filed with the International Tellers not later than ten days after the date of election, by a member of the Local Union whose vote is contested.

Sec. 24. In case of a tie vote for any of the candidates for a particular office, another election shall be held for that office among the candidates involved in the tie.

Sec. 25. Local Officers of all Local Unions shall be required to carefully preserve all ballots which have been cast by their members for a period of six months after the date of the elections.

Sec. 26. No member shall be allowed to loiter around the voting place or to interfere in any way with the elections of any Local Union.

Sec. 27. Local Union Tellers shall be

held personally responsible for any irregularities in connection with the conduct of the elections in their Local Unions.

Sec. 28. It shall be the imperative duty of the Local Tellers to make a complete report of the election at the first regular meeting of their Local Union following the election, and it shall be further the duty of the Local Recording Secretary to make a complete record of same in the minutes of said meeting.

ARTICLE VI

Conventions

Section 1. The next regular International Convention shall be held on the second Tuesday of May, 1946, and regular International Conventions shall be held on the same date biennially thereafter at such places as may be determined by the International Executive Board: Provided, That the date of holding such convention may be advanced or postponed upon a resolution to that effect adopted by the Interna-

tional Executive Board and approved by a majority of the members of the International Union upon a referendum vote.

The call for each regular International Convention shall be mailed by the International Secretary-Treasurer at least sixty days prior to the convening of the convention.

Sec. 2. Each delegate to the International Convention shall have one vote for the first 100 members or less in the Local Union which he represents and one additional vote for each additional 100 members or majority fraction thereof, but no delegate shall have more than ten votes.

Sec. 3. Representation shall be based upon the average of the paid and exonerated membership of the Local Union for the last three months calculated and closed preceding the month in which the International Convention is held. Such membership shall be based upon the records of the International Secretary-Treasurer. A Local Union which has been chartered for less than three

months preceding the month in which the International Convention is held shall be entitled to send fraternal delegates only to the International Convention.

Sec. 4. Local Unions of less than 100 members may combine with similar Local Unions within a reasonable radius of one another in the same District, and elect delegates to represent them, but no delegates so elected shall be entitled to more than ten votes in the International Convention.

Sec. 5. No Local Union shall be entitled to representation at the International Convention unless the Financial Secretary has paid to the International Secretary-Treasurer all dues, initiation fees and assessments collected from the members.

Sec. 6. Any Local Union becoming delinquent must comply with Section 6 of Article XIV and be in good standing for four months previous to the month in which the International Convention is held, before it will be entitled to representation.

Sec. 7. No member shall be eligible to be a delegate to an International Convention unless (a) he shall have been in continuous good standing for a period of 12 months immediately preceding the International Convention; or if his Local Union has been in existence for less than 12 months prior to the International Convention, he must have been in continuous good standing from the time that he joined such Local Union; (b) he has attended at least one-half of the regular meetings of his Local Union during the six months preceding the election unless his union activities or working hours prevented such attendance; and (c) he is employed in a plant or mill or any other place within the jurisdiction of the International Union or is one of the staff representatives of the International Union. The International Officers and the members of the International Executive Board shall be ex officio delegates to all International Conventions.

Sec. 8. The International Secretary-Treasurer shall furnish the Local

Unions with credential blanks in duplicate, which must be attested as required on the blanks. The duplicate shall be retained by the delegate and the original forwarded to the International Secretary-Treasurer, and no credentials shall be accepted later than ten days prior to the date for convening the International Convention.

Sec. 9. The Credential Committee shall not transfer votes to any delegate unless authorized by the Local Union to do so.

Sec. 10. Delegates to the International Convention must be elected at an official meeting of a Local Union or by referendum ballot election, after the Call for the International Convention is received and has been read to the Local Union. The Recording Secretary shall issue a Notice, signed by himself and the Local Union President, at least one week prior to such meeting or election, stating that delegates are to be elected on a certain day. Delegates must receive a plurality vote of the members voting.

Sec. 11. When any delegate's creden-

tials are to be contested, notice of such contest shall be sent to the International Secretary-Treasurer not later than five days prior to the date for convening the International Convention. Any delegate whose credentials are contested may be unseated at any time during the International Convention.

Sec. 12. All resolutions to be considered by the International Convention must be adopted by the Local Union and shall be sent to the International Secretary-Treasurer. They must be in his hands not later than ten days prior to the convening of the International Convention. The International Secretary-Treasurer shall submit all resolutions to the chairmen of the appropriate committees.

Sec. 13. Resolutions bearing on different subjects must be typewritten on separate papers and only on one side of the paper. Resolutions must be properly signed by the President and Recording Secretary of the Local Union and impressed with the Local Union seal, otherwise they will not be considered official.

Sec. 14. International Conventions shall not consider internal appeals or grievances unless they have been previously considered by the lower tribunals of the organization.

Sec. 15. On questions coming before the International Convention a roll-call vote shall be taken upon a request of thirty (30) per cent of the delegates. The Secretary-Treasurer shall have a roll of accredited delegates prepared and make such other arrangements as will expedite and facilitate the calling of the roll.

Special International Conventions

Sec. 16. Special International Conventions shall be called by the International President when so instructed by the International Executive Board, or upon request of 25 per cent of the Local Unions.

Sec. 17. Representation in Special International Conventions shall be upon the same basis as govern regular International Conventions.

Sec. 18. Local Unions demanding a Special International Convention must

state the reason or reasons why such International Convention is desired, and it shall be the duty of the International President to state said reason or reasons in the Call for the Special International Convention.

Sec. 19. Special International Conventions shall not have authority to consider any matter other than that which is specifically stated in the Call for the Special International Convention.

Credentials Committee

Sec. 20. Prior to the opening date of any regular or special International Convention, the International Executive Board shall meet and constitute itself, or a subcommittee, as the Credentials Committee for the International Convention. Appeals from its decisions shall be made to the International Convention. The International Convention shall not be constituted for business until the Credentials Committee shall have examined and reported on the credentials of all delegates present at the scheduled time of opening.

ARTICLE VII

Local Unions

Section 1. Ten or more persons eligible for membership in the International Union shall constitute a Local Union upon receipt of a charter from the International Secretary-Treasurer under the terms herein provided.

Sec. 2. Upon approval of the charter application by the International Executive Board, the International Secretary-Treasurer shall issue to the applicants a Local Union charter which shall contain such provisions as the International Union may require; he shall also deliver to said applicants one local seal and such other initial supplies as may be necessary to conduct the affairs of the Local Union.

Sec. 3. No Local Union shall be dissolved, except with the approval of the International Executive Board.

Sec. 4. The Local Unions shall be charged with the duty of enforcing this Constitution as affecting their membership.

Sec. 5. Local Unions may adopt such by-laws and rules as do not conflict with any of the provisions of this Constitution or the policies of the International Union.

Sec. 6. Local Unions shall hold a general membership meeting at least once every month.

Sec. 7. All Local Unions are required to affiliate with the appropriate Local and State Industrial Union Councils chartered by the Congress of Industrial Organizations.

Sec. 8. All Local Union Officers and grievance committeemen shall be elected at the last meeting in June of each year by plurality vote of the members present or participating in a referendum vote and shall serve until their successors are elected and qualified, at which time all money, official records and documents, and all property belonging to the Local Union shall be turned over to such successors.

The date of local elections for Local Union Officers and grievance committeemen must be advertised among the members at least one week previous to

the date of the election. Nominations shall be made at the immediately preceding meeting.

No member shall at the same time hold more than one of the following offices: President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Guide, Guard, and Trustee.

Sec. 9. No member shall be eligible for election as a Local Union officer or grievance committeeman unless

(a) He shall have been in continuous good standing for a period of 12 months immediately preceding the election, or if his Local Union has been in existence for a lesser period prior to the election, he must have been in continuous good standing from the time that he joined such Local Union; and

(b) He is employed in a plant or mill or other place within the jurisdiction of the Local Union; and

(c) He has attended at least one-half of the regular meetings of his Local Union for six months previous to the election, unless his union activities or working hours prevented his attendance.

ARTICLE VIII

Duties of Local Union Officers

Section 1. Duties of President. The President shall preside at all meetings of the Local Union and preserve order. He shall decide all questions of order, subject to an appeal to the Local Union. He shall have the right to vote at all elections of officers, and when the members are equally divided on other questions, he shall have the deciding vote. He shall call special meetings by request of ten members in good standing of the Local Union. He shall enforce the provisions of this Constitution. He shall appoint all committees not otherwise provided for and be ex officio member of all committees. He shall perform such other duties as the Local Union may assign to him.

In the event that a vacancy occurs in any of the elected offices, the President shall appoint a member of the Local Union to fill such vacancy until a successor has been elected. The President shall call for a special election as promptly as possible, but such election

shall not be held later than one month following the occurrence of the vacancy, and in accordance with the procedure of Article VII, Section 8, second paragraph:

Sec. 2. Duties of Vice-President. The Vice-President shall assist the President in the discharge of his duties and during his absence shall perform the duties of the President. In the event that a vacancy occurs in the office of President, the Vice-President shall act as President for the unexpired term.

Sec. 3. Duties of Recording Secretary. The Recording Secretary shall record the proceedings of the Local Union in a book kept for that purpose, read all papers and perform such other duties required under this Constitution and as the Local Union may assign. He shall also have custody of the Local Union Seal, and shall be responsible for any misuse of same.

Sec. 4. Duties of Financial Secretary. The Financial Secretary shall receive all money due the Local Union and pay the same to the Treasurer, from whom

he shall take a receipt. He shall also keep accurately the accounts of the Local Union with its members, and shall at all times have his books open for examination by the Auditing Committee, and perform such other duties required under the Constitution and as the Local Union may assign. He shall make out the various reports required by the International Secretary-Treasurer and forward such reports to him in accordance with instructions.

Should it be proved that a Local Union Financial Secretary has failed to report monthly the full membership of the Local Union as provided for in his report to the International Secretary-Treasurer and transmit to him the full amount of initiation fees and dues, he shall be suspended from all privileges and benefits until the deficiency is made good, and he shall be liable to the International Union for the full amount unpaid.

The Financial Secretary shall keep a record of all transfer request forms issued and received.

His accounts shall be subject at all times to audit by the International Secretary-Treasurer.

Sec. 5. Duties of Treasurer. The Treasurer shall receive from the Financial Secretary all money collected by him. He shall deposit all money belonging to the Local Union in a bank designated by it. All initiation fees and dues shall be deposited in a separate bank account to be designated as a trust fund for the International Union. He shall cause to be issued to the Financial Secretary a receipt for all money turned over to him or deposited to his credit in the regular bank account. He shall issue a separate receipt for the amount of money turned over to him at any time or for such deposit made. He shall sign all checks and have them countersigned by the President and the Financial Secretary. He shall keep regular and correct accounts of all money received and paid by him, and report at each meeting the balance of cash shown by the last report, the amount received since, the total checks issued and au-

thorized, and the balance remaining. His accounts shall be open for examination by the Auditing Committee at any time when called upon. His books shall be subject at all times to audit by the Secretary-Treasurer of the United Steelworkers of America. He shall perform such other duties required under the Constitution and as the Local Union may assign.

Sec. 6. Duties of Guide. It shall be the duty of the Guide to see that all present are entitled to remain.

Sec. 7. Duties of Guards. Guards may be selected by the Local Union, whose duty it will be to take charge of the door and see that no one enters who is not entitled to do so.

Sec. 8. Duties of Trustees. It shall be the duty of the Trustees to have charge of the hall and all property of the Local Union, subject to the direction of the Local Union, and perform such other duties as the Local Union may require.

ARTICLE IX

Suspension or Revocation of Local Union Charters

Section 1: In the event the International President shall have reason to believe that any Local Union is failing to comply with any provision of the Constitution, he may institute proceedings upon the alleged violations, with due notice of hearing before any duly designated member or members of the International Executive Board. Upon the basis of the hearing the International Executive Board is authorized to render a decision, dismissing the charges of alleged violations, suspending or revoking the charter of any such Local Union, or directing such other action as may be necessary to secure compliance with the Constitution. The decision of the International Executive Board may be appealed to the next International Convention; provided, however, that pending the appeal the decision of the International Executive Board shall remain in full force and effect.

Sec. 2. In the event a mill or plant, which constitutes the sole jurisdiction of a Local Union, is abandoned, the International Secretary-Treasurer, with the consent of the International Executive Board, may revoke the charter of said Local Union.

Sec. 3. In the event of a suspension of a Local Union, the members thereof and the Local Union shall not be deemed to be in good standing during the period of suspension.

Sec. 4. In the event that a Local Union's charter is revoked, or the Local Union disbands, the charter and all books, monies and property shall be delivered and turned over to the International Union through the office of the International Secretary-Treasurer within ten days after demand by the International Executive Board.

Sec. 5. After a charter of a Local Union has been revoked, the International Executive Board may charter a new Local Union having the same jurisdiction as the Local Union whose charter was revoked. The members of the

Local Union whose charter was revoked may be readmitted only by action of the International Executive Board.

ARTICLE X

Districts

Section 1. The International Union shall be divided into the following Districts:

District

Number District Name

- 1 New England
- 2 New York City
- 3 Utica, N. Y.
- 4 Buffalo, N. Y.
- 5 Eastern Canada
- 6 Central and Western Canada
- 7 Philadelphia
- 8 Baltimore
- 9 Bethlehem, Pa.
- 10 Wilkes-Barre
- 11 Harrisburg
- 12 Johnstown, Pa.
- 13 Charleroi-Monessen
- 14 McKeesport
- 15 Homestead
- 16 South Side-Hazelwood

**District
Number**

District Name

- | | |
|----|---------------------------|
| 17 | Lawrenceville-North Side |
| 18 | McKees Rocks |
| 19 | Tarentum |
| 20 | Ambridge |
| 21 | Sharon |
| 22 | Charleston, W. Va. |
| 23 | Steubenville-Wheeling |
| 24 | Columbus |
| 25 | Cincinnati |
| 26 | Youngstown |
| 27 | Canton |
| 28 | Cleveland |
| 29 | Detroit |
| 30 | Indianapolis |
| 31 | Calumet |
| 32 | Milwaukee |
| 33 | Minnesota and Iron Ranges |
| 34 | St. Louis |
| 35 | Southeastern |
| 36 | Southern |
| 37 | Texas |
| 38 | West Coast |
| 39 | Utah |

Sec. 2. The territorial boundaries of the above Districts have been fixed by a majority vote of the International

Executive Board elected at the International Convention held in May, 1942. The International Executive Board, by a two-thirds vote, shall have the authority to change the boundaries of the Districts as conditions may require.

Sec. 3. In the event the International Executive Board between International Conventions establishes a new District, it shall proceed to arrange for an election of a District Director for such new District by a referendum vote of the members of the International Union in such new District in the same manner as a regular election.

ARTICLE XI

Membership

Section 1. No applicant for membership shall be regarded as being a member in good standing until the full amount of his initiation fee has been paid and the obligation has been administered, except in such cases where the applicant has religious scruples against taking the obligation.

Sec. 2. A member shall pay his dues promptly commencing with the month

during which he shall have been admitted, and he shall continue to pay all dues, assessments and fines or other obligations promptly when due in order to be and remain in good standing.

Sec. 3. A member shall be in good standing if he is not more than three months in arrears in any of his constitutional obligations, except in respect to assessments on which he shall be not more than one month in arrears.

Sec. 4. Members who lose good standing shall stand automatically expelled and shall not be reinstated in good standing except upon such terms as the Local Union and the International Executive Board may decide.

Sec. 5. A member not in good standing shall not be permitted to vote or to second a nomination, nominate for office, hold office, or be a candidate for office.

ARTICLE XII

Discipline

Section 1. Any member may be penalized for committing any one or more of the following offenses: (a) violation

of any of the provisions of this Constitution, any collective bargaining agreement, or working rule of the Local Union; (b) obtaining membership through fraudulent means or by misrepresentation; (c) instituting, or urging or advocating that a member of any Local Union institute action in a court against the International Union or any of its officers or against a Local Union or any of its officers without first exhausting all remedies through the forms of appeal of the International Union; (d) advocating or attempting to bring about the withdrawal from the International Union of any Local Union or any member or group of members; (e) publishing or circulating among the membership false reports or misrepresentations; (f) working in the interest of or accepting membership in any organization dual to the International Union; (g) slandering or wilfully wronging a member of the International Union; (h) using abusive language or disturbing the peace or harmony of any meeting in or around any office or meeting place of the Interna-

tional Union; (i) fraudulently receiving any money due the organization or misappropriating the monies of the organization; (j) using the name of the Local Union or the International Union for soliciting funds, advertising, etc., of any kind without the consent of the appropriate body or officer of the International Union; (k) furnishing a complete or partial list of the membership of the International Union or of any Local Union to any person or persons other than those whose official position entitles them to have such a list, and (l) deliberately interfering with any official of the International Union in the discharge of his duties.

Sec. 2. Any member convicted of any one or more of the above offenses may be fined, suspended or expelled.

Sec. 3. If any officer of the Local Union, or delegate to an International Convention, is convicted of any one or more of the above-named offenses, he may be penalized as described above, and removed from office or position.

ARTICLE XIII

Trials of Members and Local Union Officers

Section 1. Any charges against a member or a Local Union officer must be first submitted in writing to the Local Union of which the individual charged is a member or an officer.

Sec. 2. Upon the submission of the charges, the Recording Secretary of the Local Union shall send a copy thereof to the accused member at his last known address, together with written notice of the time and place, to the accused member and the member preferring the charges, and said member shall appear before the Trial Committee on said charges; the hearing shall take place no sooner than one week and no later than three weeks after the mailing of said notice.

Sec. 3. A Trial Committee shall be designated in a manner to be specified by the Local Union Constitution or By-Laws. Neither the accuser nor the accused shall be eligible for membership on the Trial Committee.

Sec. 4. The Trial Committee shall report its findings to a meeting of the Local Union. The membership shall be given adequate notice of the fact that the findings will be presented at the particular meeting. The Local Union shall take such action on the report of the Trial Committee as it may deem proper and in the event the accused is found guilty of the charges preferred against him, shall impose such penalties as in its judgment it may deem fitting and proper.

Sec. 5. In the event that the accused fails to appear at the hearing at the time and place provided in the notice served upon him and presents no reasonable excuse for absence, the hearing shall proceed with the same force and effect as if he were present.

Sec. 6. The accused or the accuser may appeal to the International Executive Board and thereafter to the next regular International Convention provided that he files notice of appeal with the International Secretary-Treasurer within thirty days after notice of the

decision of the Local Union or the International Executive Board from which the appeal is taken. The decisions of the Local Union and of the International Executive Board shall be given full force and effect unless a stay thereof is obtained from the International Executive Board. The Executive Board, in its discretion, may in reversing a decision order a Local Union to compensate an individual member for any loss incurred as a result of said decision.

ARTICLE XIV

Finances

Section 1. The initiation fee shall be three dollars (\$3.00). Dues shall be one dollar (\$1.00) per month, payable in the month to which said dues apply. Where conditions justify, changes in the amount of dues or initiation fees specified herein may be made with the approval of the International Executive Board at the request of the Local Union concerned, but in no event shall the dues exceed one dollar and fifty cents (\$1.50) per month, except in cases of

Local Unions where at the time of the adoption of this Constitution a higher level prevails.

Sec. 2. The International Executive Board may grant dispensations from payment of initiation fees, when in its judgment such dispensation will promote the growth or interests of the International Union.

Sec. 3. The full amount of all dues and initiation fees collected by each Local Union shall be deposited by the appropriate officers of the Local Union in a bank account designated as a trust fund held for the International Union. The officers of each Local Union shall forward to the International Secretary-Treasurer, within fifteen days after the close of any month, the full amount of the dues and initiation fees collected by such Local Union.

Sec. 4. The International Secretary-Treasurer shall, upon receipt of any remittance of dues or initiation fees from any Local Union, determine and remit to the Local Union Financial Secretary a per capita refund. Seventy-five cents

(75c) shall be retained by the International Secretary-Treasurer, and the balance returned to the Local Union. One-third ($\frac{1}{3}$) of the amount of the initiation fees, which have been remitted to the International Secretary-Treasurer, shall be returned to the Local Union.

• Sec. 5. When any Local Union fails to report and remit to the International Secretary-Treasurer the full amount of initiation fees and dues as provided for herein, said International Secretary-Treasurer shall notify the local President and the Recording Secretary of the Local Union of the fact, and failing to receive a satisfactory response within ten days thereafter, the Local Union shall stand suspended. The International Secretary-Treasurer may publish and distribute a delinquent list of all such Local Unions so suspended.

Sec. 6. Local Unions placed on the delinquent list shall not be reinstated until they have filed all delinquent reports and have complied with any penalties prescribed by the International Executive Board.

Sec. 7. Individual members of a Local Union who have not worked five (5) days in any one month through no fault of their own shall be exonerated from the payment of dues. All individual members so exonerated must be reported to the International Secretary-Treasurer on the monthly report of the local Financial Secretary.

Sec. 8. In all cases, other than the one provided in Section 7, where Local Unions desire exoneration from the payment of dues or initiation fees for certain of their members, the request for exoneration must be signed by the Local Union President, the Local Union Financial Secretary and Local Union Recording Secretary, and approved by the District Director and the International Secretary-Treasurer.

Sec. 9. When exoneration is granted, the request on the required report must be renewed each month.

Sec. 10. Local Union Financial Secretaries and Treasurers shall be bonded. Such bonds shall be obtained by the International Secretary-Treasurer.

Clerks employed by a Local Union and handling finances in any way must be bonded by the Local Union through arrangement with the International Secretary-Treasurer.

ARTICLE XV

Transfer Certificates

Section 1. A Local Union in good standing may issue to a member in good standing a "transfer request" transferring his membership to another Local Union. All transfer request forms must be obtained from the International Secretary-Treasurer by the Local Union Financial Secretary.

Sec. 2. All members must immediately transfer to the Local Union having jurisdiction over the mill or factory at which they are employed.

Sec. 3. Transfer requests issued in violation of this Article shall be invalid.

Sec. 4. The International Secretary-Treasurer may issue transfer requests to the members of any Local Union which is being disbanded in accordance with the provisions of this Constitution.

ARTICLE XVI

Strikes

No strike shall be called without the approval of the International President.

ARTICLE XVII

Contracts

The International Union shall be a party to all collective bargaining agreements and all such agreements shall be signed by the International Officers.

ARTICLE XVIII

Effective Date

This Constitution shall become effective immediately upon its adoption at the Constitutional Convention on May 13, 1944.

ARTICLE XIX

Amendments

This Constitution may be amended by majority vote at the International Convention.

M A N U A L

Opening of Meeting

The hour of the meeting having arrived, the President shall take the chair and give one rap with the gavel, upon which all officers and members shall be seated. If no regular guards have been elected, the President shall appoint one of the brothers to see that none but members of the Union are admitted.

President—The time for opening this meeting having arrived, I declare this meeting duly convened and qualified to consider measures tending to conserve the best interest of this Local, and the United Steelworkers of America.

ORDER OF BUSINESS FOR CONDUCTING LOCAL UNION MEETINGS

1. **Call meeting to order.**
2. **Roll call of officers—by recording secretary.**

3. Reading of the minutes of the previous meeting.

After the minutes have been read by the recording secretary a motion must be made and seconded that the minutes be "approved" (or adopted) as read. Such a motion means that in the opinion of the members, the secretary has recorded the minutes of the previous meeting correctly. Should the reading reveal any errors or omissions, a member may move to correct the minutes. If this motion is carried, another motion should follow that the minutes "as corrected" now be approved.

IT IS VERY IMPORTANT THAT BRIEF, COMPREHENSIVE MINUTES OF EACH MEETING BE KEPT BY THE RECORDING SECRETARY. THESE MINUTES ARE THE OFFICIAL RECORD OF THE BUSINESS TRANSACTED BY THE LOCAL UNION MEETING. A REGULAR BOOK IS PROVIDED BY THE INTERNATIONAL

UNION FOR THIS PURPOSE
AND SHOULD ALWAYS BE
KEPT UP TO DATE.

4. Reading of Communications.

The recording secretary reads the letters which require attention. Those which do not require much discussion may be dealt with immediately; others may be laid over to "New Business" or referred to a standing committee. If no action is required or desired, the communications may be read and, upon a motion, filed. The recording secretary keeps the files of the local union.

5. Report of Officers.

FINANCIAL SECRETARY: The financial secretary should make a report to each meeting indicating the dues collected and the *amount of money submitted to the Local Union treasurer*. As chairman of the dues committee-men, who are his assistants, he should report their activities and progress. It is the duty of the financial secretary

to keep a record and accurate check of the dues collected by the dues committeemen.

TREASURER: The treasurer is the custodian of the Local Union funds. He should report to each meeting the money he has received from all sources, such as rebates from the international office and the money turned over to him for deposit *by the financial secretary*. The treasurer should be certain that the amount reported by the financial secretary to the Local Union as having been turned over to him checks with what he actually received and that the recording secretary records the amount in his minutes.

6. **Report of Organizer or International Representative.**
7. **Initiation of New Members.**
8. **Report of Special Committees.**
Such as: Celebrations, picnics, relief, citizenship, etc.
9. **Reports of Standing (or Permanent) Committees.**

- a. Chairman or secretary of the grievance committee.
- b. Report of delegates to CIO Council.

10. Unfinished Business.

These matters are those remaining over from previous meetings. They are usually recorded in the minutes of the previous meeting. The recording secretary should inform the president of any unfinished business so it may be included in the order of business in this section.

11. New Business.

These are matters which have been laid aside earlier in the meeting or which have come up since the last meeting.

12. Good and Welfare.

All miscellaneous matters for the good of the Union which should be brought to the attention of the meeting should come to the floor at this time. These matters usually do not require any action by the meet-

ing. They are simply matters of information and education.

13. Adjournment.

PRESIDENT: The business of this meeting having been duly transacted, I declare it adjourned until our next regular session, unless you are especially called together, when I hope to see all members present.

NOTE: All money paid out by the Local Union from its treasury must be approved by the members at a Local Union meeting. Bills charged to the Local Union should be submitted to the recording secretary, who in turn submits them to the Local Union meeting for approval. If the Local Union agrees that the bills should be paid a motion should be made, seconded and passed authorizing the treasurer to draw up a check and pay the bill. All Local Union checks must be signed by the treasurer and countersigned by the financial secretary or the president or both. *Under no circumstances is it legal for officers or members to pay*

bills without authorization by a Local Union meeting, or to authorize expenditure of more than their per capita refund from the International Secretary-Treasurer. Under no circumstances shall any of the dues collected be spent before it is sent to the International Secretary-Treasurer.

NEW MEMBERS

Any member of a Local Union can propose any one who works in or around the mill, factory or iron ore mine for membership in the organization. Propositions shall be made to the Financial Secretary, who shall announce the same to the Union, under the head of Order of Business No. 7.

President—Brothers, you have heard the name (or names) of the candidate (or candidates) who desire to become members of this Union. Are there any objections?

NOTE: If objections are raised the President shall call for a vote in accordance with rules of the Union. If no ob-

jections are raised a vote is unnecessary, and the President shall say: No objections having been raised I declare the candidates entitled to take the obligation and become members of this Local Union.

INITIATION

President—Mr. Guide, are there any candidates in waiting who have been accepted by this Union?

Doorkeeper — Mr. President, I find Brothers -----, who were elected to become members of this body.

President—Admit the brothers.

The guide will admit the candidates and place them in a line opposite the President.

President—Fellow Steelworkers: The United Steelworkers of America requires perfect freedom of inclination in every candidate for membership to its body. An obligation of fidelity is required; let me assure you that in this obligation there is nothing contrary to your civil or religious duties. With this understanding are you willing to take

an obligation which binds you upon your honor as a man to keep the same as long as life remains?

Each candidate answers—I am.

President—Raise your right hand.

“I do sincerely promise, of my own free will, to abide by the laws of this Union; to bear true allegiance to, and keep inviolate the principles of the United Steelworkers of America; never to discriminate against a fellow worker on account of creed, color, or nationality; to defend freedom of thought, whether expressed by tongue or pen, to defend on all occasions and to the extent of my ability the members of our organization.

“That I will not reveal to any employer or his agent the name of anyone a member of our Union. That I will assist all members of our organization to obtain the highest wages possible for their work; that I will not accept a brother's job who is idle for advancing the interests of the Union or seeking better remuneration for his labor; and, as the steel workers of the entire country are

competitors in the labor world, I promise to cease work at any time I am called upon by the organization to do so. And I further promise to help and assist all brothers in adversity, and to have all steel workers join our Union that we may all be able to enjoy the fruits of our labor; that I will never knowingly wrong a brother or see him wronged, if I can prevent it.

“To all this I pledge my honor to observe and keep as long as life remains, or until I am absolved by the United Steelworkers of America.”

Answer—I promise.

President—You are now members of Local Union No. -----, and entitled to all rights and privileges of members of the United Steelworkers of America.

INSTALLATION OF OFFICERS

I, -----, do hereby sincerely pledge my honor to perform the duties of my office as prescribed by the Laws of the organization, and to bear true allegiance to the United Steelworkers of America. I will deliver to my successor

in office all books and other property of this Union that may be in my possession at the close of my official term. All of this I solemnly promise, with full knowledge that to violate this pledge is to stamp me as a man devoid of principle and destitute of honor.

BURIAL SERVICE

FRIENDS, NEIGHBORS AND BROTHERS:

We have gathered today around the last resting place of that earthly tenement which has been the temporary abiding place of the life and spirit of our departed Brother. With bowed heads and saddened hearts we have followed his remains to this place in order that we may be able to show this last tribute of respect to the memory of one whose virtues we appreciate and whose faults, if he had any, we are eager to forget. We have known him, he was one of us, and our hearts grieve at his departure, as the heart of man always grieves at the loss of some cherished object of affection that can never be replaced, yet our grief is not inconsolable. Of what consequence is a few years to the age of

man when compared with God's infinity. When we think of the many years that have rolled into eternity since time began and the countless ages yet to come ere time shall be no more, we realize that the short period allotted to man on this earth is but the first self-conscious gleam of man's eternal soul. We are not as men without hope, for the Psalmist has said, "Man that is born of woman is full of trouble and sorrow. He cometh forth like a flower and is cut down. Our years of labor are brought to an end, our dust shall return to dust as it was, and our spirit to the God who gave it." Earth to earth, ashes to ashes, dust to dust.

Though the seasons may change, and the years pass away, the remembrance of our Brother shall never fade until we, too, have been gathered to the place that has been prepared for us.

We sympathize with { those dear to
the family of }
our deceased Brother in their bereavement, and would commend them to the tender care of Him who holds the destinies of mankind in the hollow of His

hand, and who is able to console the widow and orphan when the words of man are vain.

Let us pray.

Our Father who art in Heaven, we bow before Thee in humble submission to Thy will. Our hearts are sore with the sorrow of bereavement. We come to Thee for consolation. Grant, O Lord, that the balm of Thy healing spirit may be poured down upon us like the balm of Gilead to our wounded hearts: May the peace that passeth all understanding, which Thou alone can give, abide with the family of our deceased Brother. Comfort them in their affliction. Guide us all in the paths of righteousness while we live, and when we are done with this life receive us into that home which Thou hast prepared for all Thy children, eternal in the Heavens. Amen.

BENEDICTION

And now may the grace, mercy and peace of God, the Father, Son and Holy Spirit, rest and abide with you now and forever. Amen.

**TRIAL, DISCIPLINE
AND EXPULSION
OF MEMBERS**

DECEMBER 1, 1943

**UNITED STEELWORKERS
OF AMERICA
CIO**

INSTRUCTIONS

to

**Local Unions of the United Steel-
workers of America**

on

**Steps to Be Taken in the Trial,
Discipline and Expulsion
of Members**

1. MEMBERS IN ARREARS

Under the Constitution of the United Steelworkers of America, a member more than one month in arrears in the payment of any assessment or more than three months in arrears in dues, fines, or other obligations, loses his good standing and stands automatically expelled. No special action is necessary. Members who lose their good standing shall not be reinstated except upon such terms as the Local Union and the International Executive Board may decide.

2. DISCIPLINE OF MEMBERS FOR OTHER REASONS

- (a) Offenses for which members may be disciplined — see USA

Constitution; Article XII, Section 1.

(b) Steps in the trial and discipline of members:

- 1. All charges against a member of the Union must be made in writing, signed by the member making the charges, and must be presented to the Local Union of which the person charged is a member.**

Charges must be submitted within sixty (60) days of the time the complainant becomes aware of the alleged offense.

- 2. A Trial Committee shall be designated in the manner specified and shall consist of the number required by the Constitution or By-Laws of the Local Union. If the method for choosing the Trial Committee and the size of the Trial Committee are not provided for in the Constitution and By-Laws of the Local Union, then:**

(a) The Local Union officers

should designate the membership of the Trial Committee, and

- (b) The Trial Committee shall consist of three or five members.

If the accused member is an officer of the Local Union, he shall not participate in the designation of the membership of the Trial Committee.

Neither the person that filed the charges nor the person accused may be a member of the Trial Committee.

- 3. The Recording Secretary of the Local Union should make several copies of the charges which have been filed. One copy should be forwarded by registered mail, within seven (7) days after the charges have been submitted to the Local Union, to the accused member at his last known address, together with a written notice of the time and place,

to the accused member and the member preferring the charges, when the hearing will take place before the Trial Committee.

The hearing shall be held not less than one week nor more than three weeks from the date of the mailing of the notice and the charges to the accused member.

A copy of the charge and the notice of hearing should also be sent to the Secretary-Treasurer of the International Union.

4. The hearing itself should be conducted by the Trial Committee in an orderly manner and should assure the full presentation to the Committee of all the facts. If the accused member fails to appear, and presents no reasonable excuse for his absence, the Committee should proceed with the hearing and receive

all the facts and evidence available.

The Trial Committee shall record minutes of its meetings and proceedings, and these minutes, together with any documents submitted, shall constitute the official record of the Trial Committee.

A member placed on trial shall be permitted representation by a representative of his own choice, who shall be a member of the International Union; such representative, however, shall be required to abide by the trial procedure as established by the Trial Committee and as provided in these Instructions.

5. The Trial Committee, upon completion of the hearing upon the evidence and argument, shall go into closed session to determine the verdict and penalty. The Trial Committee should prepare a re-

port in writing, stating the facts briefly as it found them, and its conclusions and recommendations.

A majority vote of the members of the Trial Committee shall be required to find the accused guilty.

In case the accused is found guilty, the Trial Committee may recommend that the accused be reprimanded; or assessed a fine with automatic suspension and removal from office or expulsion in the event of the failure of the accused to pay the fine within a specified time; or be suspended or removed from office in the Local Union; or suspended or expelled from membership in the International Union.

6. The Trial Committee shall submit its written report to the Local Union. At the same time a copy of the report should be mailed to the Sec-

retary-Treasurer of the International Union.

The Local Union officers may convene a special meeting of the membership to consider the report of the Trial Committee. In such event the notice of the membership meeting should inform the members that the report of the Trial Committee will be presented at such special meeting. Notice of such special meeting must also be given to the accused member.

In the event the report of the Trial Committee is to be presented to the next regular meeting of the Local Union, the membership must be advised by special notice that the report of the Trial Committee will be considered at such regular meeting.

The meeting at which the report of the Trial Committee shall be considered should not

be held earlier than one week or later than four weeks following the submission of the report of the Trial Committee to the Local Union.

7. At the meeting of the Local Union, the Trial Committee should present its written report. The report of the Trial Committee shall become effective only upon approval by a majority vote of the members present at the Local Union meeting. The Local Union meeting may approve or reject the report of the Trial Committee, modify the report in any respect, or order a new trial.

The accused member shall be afforded full opportunity to present to the Local Union meeting his position on all matters bearing upon his trial and the report of the Trial Committee.

8. A report of the Local Union's decision should be forwarded

immediately to the Secretary-Treasurer of the International Union.

- 9: A copy of the decision of the Local Union should be forwarded by registered mail to the accused member and to the person who originally filed the charges. The accused or the accuser may appeal from the decision of the Local Union to the International Executive Board, provided that he files notice of appeal with the International Secretary-Treasurer within thirty days after the mailing of the notice of the decision of the Local Union from which the appeal is taken.

Unless the International Executive Board grants a stay, the decision of the Local Union shall be in full force and effect.

10. From the decision of the International Board there may

be an appeal to the International Convention, as provided in the International Constitution. (See Article XIII, Section 6.)

3. NOTIFICATION TO EMPLOYERS REGARDING DISCHARGE OF EXPELLED MEMBERS

Whenever a Local Union has either expelled a member, or a member has lost good standing in the Union by virtue of having become in arrears in the payment of his dues or other obligations, and the Local Union desires to have such person discharged from employment in accordance with the provisions of the outstanding collective bargaining agreement with the employer, the Local Union should communicate with the International Secretary-Treasurer, setting forth the facts.

The International Officers of the Union will determine whether the employer should be notified by the International Office or by the Lo-

cal Union that in accordance with the provisions of the contract the particular person must be discharged. The Local Union should, therefore, refrain from communicating with the employer until advised by the International Secretary-Treasurer as to the procedure to be followed on requesting the discharge of the expelled member.

A handwritten signature in dark ink, appearing to read "David J. McDonald". The signature is fluid and cursive, with the first and last names being more prominent than the middle initial.

International Secretary-Treasurer.

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[fol. 209] Clerk's Certificate to foregoing Exhibits omitted in printing.

[fol. 210] [File endorsement omitted]

IN THE SUPREME COURT OF ALABAMA, SIXTH DIVISION

[Title omitted]

NOTICE OF SUBMISSION OF CAUSE ON APPEAL—Filed November 17, 1944

To: Hon. William N. McQueen, Attorney General of the State of Alabama; Messrs. Lange, Simpson, Brantley & Robinson; Mr. Evans Dunn and Mr. D. S. Satterwhite, attorneys of record for appellees, notice is hereby given you pursuant to Section 23 of Title 13 of the Code of Alabama of 1940, that the above styled cause will be submitted without oral argument on the next call of the Sixth Division on, to-wit: Tuesday, November 28, 1944, in the Supreme Court of Alabama.

Crampton Harris, Attorney for Appellants.

I hereby certify that I have served a copy of the foregoing notice on Messrs. Lange, Simpson, Brantley & Robinson; Mr. Evans Dunn; and Mr. D. S. Satterwhite on this date, and have served a copy on Hon. William N. McQueen, [fol. 211] Attorney General of the State of Alabama, by sending the same by registered mail to his address at Montgomery, Alabama on this date.

This November 14, 1944.

Crampton Harris, Attorney for Appellants.

[fol. 212] IN THE SUPREME COURT OF ALABAMA

[Title omitted]

ORDER OF SUBMISSION—Nov. 28, 1944

Leave is granted to sever in the assignments of error and the cause is submitted on briefs, on appellants' assignments of error, and on cross-assignments of error for decision.

[fol. 213], [File endorsement omitted]

IN SUPREME COURT OF ALABAMA

6 Div. 294

CONGRESS OF INDUSTRIAL ORGANIZATIONS, an Unincorporated
Association, et al.,

v.

ROBERT E. McADORY, as Solicitor of Jefferson County, Ala.
et al.,

Appeal from Jefferson Circuit Court, In Equity

OPINION—Filed Dec. 7, 1944

BROWN, Justice:

The questions presented on the appeal in this case were fully considered in the recent case of *Alabama State Federation of Labor et al. v. McAdory, County Solicitor et al.*, 18 So. 2d 810. While the opinion in that case was not concurred in by all of the Justices, there being two dissenters; nevertheless, the pronouncement in that case is the law as declared by the court. On the authority of that case, the decree appealed from is due to be affirmed. It is so ordered:

Affirmed.

All the Justices concur.

[fol. 214] IN THE SUPREME COURT OF ALABAMA

CONGRESS OF INDUSTRIAL ORGANIZATIONS, an Unincorporated
Association, et als.,

vs.

ROBERT E. McADORY, as Solicitor of Jefferson County, Ala-
bama, and HOLT McDOWELL, as Sheriff of Jefferson
County, Alabama

—Jefferson Circuit Court In Equity—

(#57585)

JUDGMENT—Dec. 7, 1944

Come the parties by attorneys, and the record and mat-
ters therein assigned and cross assigned for errors, being
submitted on briefs and duly examined and understood by

the Court, it is considered that in the record and proceeding of the Circuit Court there is no error. It is therefore considered and ordered that the decree of the Circuit Court be in all things affirmed.

It is also considered and ordered that the Appellants, Congress of Industrial Organizations, An Unincorporated Association; Phillip Murray, Individually and as President of Congress of Industrial Organizations; Alabama State Industrial Union Council, An Unincorporated Association; Carey Haigler, Individually and as Secretary of Alabama State Industrial Union Council; United Steel Workers of America, An Incorporated Association; David McDonald, Individually and as Secretary-Treasurer of United Steel Workers of America; International Union of Mine, Mill & Smelter Workers, An Unincorporated Association; Reid Robinson, Individually and as President of International [fol. 215] Union of Mine, Mill and Smelter Workers; Textile Workers Union of America, An Unincorporated Association; Emil Rieve, Individually and as President of Textile Workers Union of America; Local Union No. 1015 of the United Steel Workers of America, An Unincorporated Association; Hoyt Brant, Individually and as President of Local Union No. 1015 of the United Steel Workers of America; Local Union No. 2971 of the United Steel Workers of America, An Unincorporated Association; William Nathan, Individually and as President of Local Union No. 2971 of the United Steel Workers of America; Local Union No. 2382 of the United Steel Workers of America, An Unincorporated Association; R. C. Scruggs, Individually and as President of Local Union 2382 of the United Steel Workers of America, and National Surety Corporation, Surety on the appeal bond, pay the costs of appeal of this Court and of the Circuit Court.

And it appearing that said parties have waived their rights of exemption under the laws of Alabama, let execution issue accordingly.

[fol. 216] Clerk's Certificate to foregoing transcript omitted in printing.

292

[fol. 217] SUPREME COURT OF THE UNITED STATES

ORDER ALLOWING CERTIORARI—Filed February 5, 1945

The petition herein for a writ of certiorari to the Supreme Court of the State of Alabama is granted. The case is assigned for argument immediately following No. 588. Counsel are requested to discuss in their briefs and on oral argument the question whether the record presents one or more cases or controversies within the meaning of Art. III, Sec. 2 of the Constitution and to state the precise facts giving rise to, and the issues involved in, each such case or controversy, if any. The Solicitor General is invited to file a brief *amicus curiae* if he is so advised.

It is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

(6634)

FILE COPY

No. 855

Office - Supreme Court, U. S.

FILED

JAN 19 1945

CHARLES ELMORE CROPLEY
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1944

CONGRESS OF INDUSTRIAL ORGANIZATIONS, AN UNINCORPORATED ASSOCIATION, PHILIP MURRAY, INDIVIDUALLY AND AS PRESIDENT OF SAID CONGRESS OF INDUSTRIAL ORGANIZATIONS, ET AL.,

Petitioners,

VS.

ROBERT E. McADORY, AS SOLICITOR OF JEFFERSON COUNTY, ALABAMA, AND HOLT McDOWELL, AS SHERIFF OF JEFFERSON COUNTY, ALABAMA

PETITION FOR WRIT OF CERTIORARI

LEE PRESSMAN,

718 JACKSON PLACE,
WASHINGTON 6, D. C.,

Counsel for Petitioners.

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1944

No.

CONGRESS OF INDUSTRIAL ORGANIZATIONS, AN UNINCORPORATED ASSOCIATION, PHILIP MURRAY, INDIVIDUALLY AND AS PRESIDENT OF SAID CONGRESS OF INDUSTRIAL ORGANIZATIONS, ET AL.,

Petitioners,

VS.

ROBERT E. McADORY, AS SOLICITOR OF JEFFERSON COUNTY, ALABAMA, AND HOLT McDOWELL, AS SHERIFF OF JEFFERSON COUNTY, ALABAMA

PETITION FOR WRIT OF CERTIORARI

*To the Honorable the Justices of the
Supreme Court of the United States:*

The above-named petitioners respectfully petition for a writ of certiorari to review a decision of the Supreme Court of the State of Alabama (R. 220) rendered on December 7, 1944. Such decision affirmed the decree of the Circuit Court of the Tenth Judicial Circuit of Alabama.

This case involves an action for a declaratory judgment pursuant to the Alabama Declaratory Judgment Statute, Title 7, Sections 156-168, Code of 1940, declaring unconstitutional the sections and subsections of the Act known as Senate Bill 341, Act. No. 298 of the Legislature of Alabama of 1943 (commonly referred to as the Bradford Act), regulating labor organizations and their members and for a permanent injunction restraining the Solicitor of Jefferson County, Alabama, Robert E. McAdory, and Holt McDowell, as Sheriff of Jefferson County, Alabama, and all persons acting under their authority and direction, from enforcing or attempting to enforce the aforesaid Act or any provisions thereof.

STATEMENT AS TO JURISDICTION

This case is one over which the Court has jurisdiction under the provisions of the Act of Congress of February 13, 1935, Section 237-b, 28 U.S.C.A., Section 344-b.

The validity of Sections 7 and 16 of the Bradford Act is questioned upon the ground that such sections on their face are repugnant to the Constitution of the United States and in particular to the Fourteenth Amendment and the First Amendment thereto as well as Article VI. The decision of the Alabama Supreme Court upheld the validity of the sections in question. The case was finally disposed of by the Supreme Court of the State of Alabama on December 7, 1944, when it entered its order affirming the determination of the Alabama Circuit Court. Every possible remedy within the State has been exhausted.

The complaint challenged each of the sections as being in violation of the Federal Constitution. Federal questions were briefed and argued before the State Supreme Court and that court passed upon the federal questions in affirming its prior opinion in the case of *Alabama State Federa-*

tion of Labor, et al v. McAdory, which is now before this Court on writ of certiorari, No. 588, this Term.

QUESTIONS PRESENTED

The following federal questions raised and argued before and passed upon by the Alabama Supreme Court are presented in this petition for certiorari and review:

1. Does Section 7 of the Bradford Act, requiring the filing by labor organizations of constitutions and by-laws and the annual filing of financial reports and other data concerning their internal functioning as well as the payment of a fee, as a precondition to the right to function in the State of Alabama, impose a previous general restraint upon the exercise by working people of their civil rights of assembly, speech and press in violation of the First and Fourteenth Amendments to the United States Constitution?

2. Does Section 16, forbidding executive, administrative, professional or supervisory employees from joining a labor, organization which admits other types of employees or is affiliated with an organization which does so, impose a previous general restraint on, or constitute a denial of, the exercise by working people of their civil rights of assembly and speech in violation of the First and Fourteenth Amendments to the United States Constitution?

3. Are Sections 7 and 16 discriminatory and violative of the equal protection of the laws clause of the Fourteenth Amendment?

4. Do Sections 7 and 16 of the Bradford Act deprive or deny petitioners and their members rights protected under the National Labor Relations Act in violation of Article VI of the United States Constitution?

5. Do Sections 7 and 16 constitute an improper burden on interstate commerce?

THE RELEVANT PROVISIONS OF THE STATUTE INVOLVED

Section 7. Every labor organization functioning in Alabama shall within sixty days after the effective date of this Act, and every labor organization hereafter desiring to function in Alabama shall, before doing so, file a copy of its constitution and its by-laws and a copy of the constitution and by-laws of the national or international union, if any, to which the labor organization belongs, with the Department of Labor, but this provision shall not be construed to require the filing of any ritual relating solely to the initiation or reception of members. All changes or amendments to the constitution or by-laws, local, national or international, adopted subsequent to their original filing must be filed with the Department of Labor within thirty days after the adoption thereof.

Every labor organization functioning in the State of Alabama and having twenty-five or more members in any calendar year shall annually on or before February first in the next succeeding calendar year file with every member of their respective labor organizations and with the Director of the Department of Labor a report in writing showing the facts hereinafter in this section provided as of the close of business on the thirty-first day of December next preceding the date of filing. Such report shall be filed by the secretary or business agent of such labor organization and shall show the following facts: (1) The name of the labor organization; (2) the location of its principal office and its offices in Alabama; (3) the name of the president, secretary, treasurer and other officers, and business agents, together with the salaries, wages, bonuses, and other remuneration paid each, and post office address of each; (4) the date of regular election of officers of such labor organization; (5) the number of its paid up members; (6) a complete financial statement of all fees, dues, fines, or assessments levied and/or received, together with an itemized list of all disbursements, with names of recipients and purpose therefor, covering the preceding twelve (12) months;

(7) a complete statement of all property owned by the labor organization, including any monies on hand or accredited to such labor organization, which said report shall be duly verified by the oath of the president, secretary, or some other regularly selected and acting officer of such labor organization having knowledge of the facts therein stated. It shall be the duty of the Director of Labor to cause to be printed and to make available to the public forms for making such report. At the time of filing each such report it shall be the duty of every such labor organization to pay the Director of Labor an annual fee therefor in the sum of two dollars.

The Director of Labor shall receive, file and index the reports provided for in this section of this Act. The records provided for herein shall be public records and shall be made available by the Director of Labor in his office to the Governor of Alabama for examination.

It shall be unlawful for any fiscal or other officer or agent of any labor organization to collect or accept payment of any dues, fees, assessments, fines or any other monies from any members while such labor organization is in default with respect to filing the annual report required in this section.

* * *

Section 16. It shall be unlawful for any executive, administrative, professional, or supervisory employee to be a member in, or to be accepted for membership by, any labor organization, the constitution and by-laws of which permit membership to employees other than those in executive, administrative, professional, or supervisory capacities, or which is affiliated with any labor organization which permits membership to employees other than those in an executive, administrative, professional, or supervisory capacity. The provisions of this section shall not be construed so as to interfere with or void any insurance contract now in existence and in force.

* * *

Section 18. *Penalties*: If any labor organization violates any provision of this Act, it shall be penalized civilly in a sum not exceeding one thousand dollars (\$1,000.00) for each such violation to be recovered as a penalty in the Circuit Court of the County in which the violation occurred, the action being brought in the name of the State of Alabama by the Circuit Solicitor of the Circuit in which the violation occurred, and it shall be the duty of the Circuit Solicitor of any Circuit in which any such violation occurs to institute and prosecute such action. The doing of any act forbidden or declared unlawful by the provisions of this Act, except where a penalty is specifically provided herein, or the commission of any offense herein declared to be a misdemeanor, shall constitute a misdemeanor, and shall be punishable by a fine not exceeding five hundred (\$500.00), or by imprisonment at hard labor for not exceeding twelve months, or both.

ASSIGNMENT OF ERRORS

1. The Court below erred in holding that the Act as a whole is constitutional and valid.
2. The Court below erred in failing to hold that Sections 7 and 16 constituted an unconstitutional deprivation of the civil rights of petitioners and their members and in denying an injunction against the enforcement of those sections.
3. The Court below erred in refusing to hold that Sections 7 and 16 constitute an improper burden on interstate commerce and conflict with the National Labor Relations Act, and in denying an injunction against the enforcement of those sections.
4. The Court below erred in refusing to hold that Section 7 denied to the petitioners the equal protection of the laws guaranteed by the Fourteenth Amendment of the United States Constitution.

STATEMENT OF FACTS

The petitioners, plaintiffs below, are the Congress of Industrial Organizations, the Alabama State Industrial Union Council, the United Steelworkers of America, the International Union of Mine, Mill and Smelter Workers, Textile Workers Union of America, all affiliated with the CIO, Local Unions 1015, 2971, 2382 affiliated with the United Steelworkers of America, all of whom are voluntary unincorporated associations, and Philip Murray, President of the CIO; Carey Haigler, Secretary of the Alabama State Industrial Union Council; David McDonald, Secretary-Treasurer of the United Steelworkers of America; Reid Robinson, President of the Mine, Mill and Smelter Workers; Emil Rieve, President of the Textile Workers; Hoyt Brant, President of Local Union No. 1015; William Nathan, President of Local Union No. 2971, and R. C. Scruggs, President of Local Union No. 2382.

The defendants are Robert E. McAdory, Solicitor of Jefferson County, Alabama, and Holt McDowell, Sheriff of Jefferson County, Alabama.

The action was brought by the plaintiffs below under the Alabama Declaratory Judgment Statute (Title 7, Sections 156-168, Code of 1940) to have declared unconstitutional various sections of the Bradford Act and to restrain the enforcement thereof by the two above-named defendants.

The Bradford Act in substance establishes a Department of Labor, sets up mediation machinery, seeks to license the functioning of labor organizations by requiring them to file various reports and financial statements and the payment of annual fees, regulates the internal affairs and activities of labor organizations, and various aspects of picketing, boycotting and striking. Violations of provisions of the Act result in both civil and criminal penalties (*supra*, p. 6).

Two sections of this Act are involved in this petition for certiorari—Section 7 and Section 16. The provisions thereof are set out, *supra*, pages 4, 5.

The facts in the record are substantially undisputed. They show that the petitioner associations and their members are engaged in a wide variety of organizing, educational, legislative, collective bargaining, civic and community activities and that these activities necessarily entail the use of methods of communication by word of mouth, press, radio, labor newspapers, as well as other traditional forms of communication. (R. 102, 84, 85, 86, 87, 103, 104, 105, 110, 151, 152).

The record further (R. 143) shows that 18,000 members of the United Steelworkers of America are engaged in work within the State of Alabama upon goods and materials moving in interstate commerce; that 32,000 members of CIO unions affiliated with the petitioners, Alabama State Industrial Union Council, are engaged in Jefferson County, Alabama, in performing work upon goods and materials moving in interstate commerce (R. 142, 143, 144).

The record shows, in addition, that it is the practice and policy of the CIO (R. 123, 124) to admit to membership in its various local unions all employees except those who do not have the right to hire and discharge. The complaint alleges (R. 21, 22, 23) that Sections 7 and 16 are unconstitutional and void because they impose previous general restraints and prohibitions upon the exercise by plaintiffs of their civil rights of free speech, press and assembly; that these sections are discriminatory as to the plaintiffs and violate the equal protection of the laws clause of the Fourteenth Amendment; that they violate Article VI of the United States Constitution.

The plaintiffs' interest in the proceeding, their standing to raise the constitutional issues, the manner in which

labor organizations function and operate, and the manner in which plaintiffs were aggrieved by reason of the threatened enforcement of the various sections of the Act challenged as unconstitutional, appear in the record (R. 84, 85, 86, 87, 102, 103, 104, 105, 110, 151, 152, 158, 160, 176, 183).

The Circuit Court (R. 202) held that the Act as a whole was constitutional and valid; that sections 12 and 17 were unconstitutional; that so much of Section 13 as prevents a strike except by majority vote was unconstitutional; that so much of the provisions of Section 14 intended to make more effective that part of Section 13 respecting unlawful strikes was unconstitutional. The Supreme Court of the State of Alabama affirmed the determination of the Circuit Court.

Sections 7 and 16 of the Bradford Act are the only sections challenged by petitioners which the Alabama Supreme Court held constitutional, and, as before stated, are the only sections involved in this Petition for Certiorari and Review.

REASONS RELIED ON FOR ALLOWANCE OF WRIT

This Court in *Alabama State Federation of Labor, et al. v. McAdory, et al.*, No. 588, granted a writ of certiorari in behalf of the petitioners, Alabama State Federation of Labor, et al.

Your petitioners urge as the reasons for granting this writ the same grounds as were presented by petitioners in that case so far as they relate to the unconstitutionality of Sections 7 and 16.

ARGUMENT

POINT I

THE PROVISIONS OF THE STATUTE REQUIRING LABOR UNIONS OPERATING IN THE STATE OF

ALABAMA TO FILE THEIR CONSTITUTIONS AND BY-LAWS AND THE ANNUAL FILING OF FINANCIAL REPORTS AND OTHER DATA CONCERNING THEIR INTERNAL FUNCTIONING VIOLATES THE CONSTITUTION OF THE UNITED STATES IN THAT IT DENIES THE RIGHTS OF FREE SPEECH, PRESS AND ASSEMBLY GUARANTEED BY THE FIRST AND FOURTEENTH AMENDMENTS OF THE CONSTITUTION.

Stated summarily, it is the thesis of the petitioners that, because of his economic impotence, when measured against the economic power of his employer and combinations of employers, the right of the individual workingman to bargain, standing alone, is void of content; that only by acting jointly with others can he make his right as an individual meaningful; that in associating with others to form a labor organization, he sets up an institution which becomes and remains a living institution only by means of, only by exercising and using the constitutional guarantees of free speech, press and assembly; that the unfettered and unrestricted use of, and freedom to enjoy, these guarantees comprise the vitalizing anatomy of a labor organization, and that the statutory limitations upon their use unconstitutionally interfere with the exercise of these guarantees.

The arguments and authorities supporting this view have already been addressed to the Court in No. 588. We adopt them for purposes of this petition. We point out further that additional support for the view contended for is contained in the recent decision of this Court in *Thomas v. Collins*, No. 14, this Term. Also, the Supreme Court of Colorado in *American Federation of Labor v. Reilly*, decided December 21, 1944, unreported (15 L.R.R. 556), held that the functioning of a labor organization embodies the exercise of civil rights.

POINT II

SECTION 16 PROHIBITING EXECUTIVE, ADMINISTRATIVE, PROFESSIONAL AND SUPERVISORY EMPLOYEES FROM JOINING ORGANIZATIONS WITH THEIR FELLOW EMPLOYEES IS A DENIAL OF THE CONSTITUTIONAL RIGHTS OF THESE GROUPS AS WELL AS OF THEIR FELLOW UNION MEMBERS.

Under the terms of Section 16, it is made criminal, for example, for an engineer or a chemist employed in an industrial concern to join a labor organization together with the other production employees. It is thus made a crime for him to undertake to advance his own welfare and viewpoint by utilizing a large and strong organization of his fellow employees as a means of expressing and protecting himself. By virtue of the same criminal prohibition his fellow employees are denied the opportunity to join the engineer or the chemist in pooling their economic resources, in utilizing their common views and abilities for the formulation and dissemination of their ideas and for their mutual protection.

It is patent that, without any warrant in the facts, the State of Alabama has unconstitutionally chosen to place an absolute prohibition on the right of both groups to enjoy together and separately the rights of free speech, press and assembly. There is nothing in the record which shows that a clear and present danger has existed in the past or may arise in the future from the joint assemblage of administrative, executive and supervisory employees with other workers.

The effect and the purpose of this section is apparent. It is to weaken the bargaining power of a union by limiting the scope of its membership. In doing so it prevents the exchange of opinion through the medium of the exer-

cise of the rights of free speech, press and assembly by and between the two groups. *Thomas v. Collins*, No. 14; this term.

POINT III

SECTIONS 7 AND 16 IMPROPERLY BURDEN INTERSTATE COMMERCE AND CONFLICT WITH THE NATIONAL LABOR RELATIONS ACT AND ARE THEREFORE INVALID BECAUSE THEY VIOLATE ARTICLE VI OF THE UNITED STATES CONSTITUTION.

Section 7 of the Bradford Act conditions the functioning of labor organizations in the state upon a licensing requirement. But your petitioners are interstate entities whose normal activities involve extensive interstate functioning. Bargaining itself, the characteristic activity of labor organization is today an interstate activity. Cf. *Thornhill v. Alabama*, 310 U. S. 88. To the extent that Section 7 licenses the local functioning of petitioners, we believe that it improperly burdens interstate commerce and is condemned by *International Textbook Co. v. Pigg*, 217 U. S. 106.

Moreover, under the conditions created by modern industry, collective bargaining is not a matter admitting of diversity of treatment, according to the special requirements of local conditions. Section 16 of the Bradford Act, which denies administrative, executive, professional and supervisory employees representation through unions of production workers would destroy bargaining patterns which are national in scope. The stability which uniformity in bargaining terms necessarily produces would be threatened, and the interstate activities not only of unions but of the employers with whom they bargain subject to disruption, if local regulations of the type here involved were permitted to stand. The record shows (R. 77, 79, 82, 83,

87) that petitioning labor organizations in their bargaining relationships lay down terms and conditions of employment for broad interstate areas. But contracts which such bargaining produces would be denied local effect in those circumstances in which petitioners or their members failed to comply with Section 7 and 16.

This balkanization of the bargaining process would seem to be condemned by the commerce clause. Congress has expressly stated in the National Labor Relations Act that the promotion of collective bargaining and of self-organization is a Federal concern. This Court, in *N.L.R.B. v. Hearst Publications*, 64 S. Ct. 851, 857, has stated with respect to that Act:

"Both the terms and the purposes of the statute, as well as the legislative history, show that Congress had in mind no such patch-work plan for securing freedom of employees' organizations and of collective bargaining. The Wagner Act is federal legislation, administered by a national agency, intended to solve a national problem on a national scale. Cf., e.g., Sen. Rept. No. 573, 74th Cong., 1st Sess., pp. 2-4.

See also, *Federal Trade Commission v. Bunte Bros.*, 312 U. S. 349.

The direct conflict between the Bradford Act and the National Labor Relations Act is patent. Unions cannot offer themselves as bargaining representatives for purposes of the Federal Act unless they satisfy the terms of Section 7 of the Bradford Act. An Alabama employer is provided with defenses to a refusal to bargain which in effect totally recast the scope of the bargaining obligation under Section 8(5) of the National Labor Relations Act. Moreover, Congress has declared that "any employee" may have a representative of his own choosing. But the Alabama legislature has made it criminal for certain classes of employees to join particular unions. The delicate and diffi-

cult problems of supervisory employees which the National Board has made the subject of a series of tentative adjustments are now cast into a rigid local solution. See, for example, National Labor Relations Board, *Eighth Annual Report* (1943), pp. 55-56, and compare Matter of Soss Mfg. Co., 56 N.L.R.B. No. 70.

In thus restricting the scope of the National Labor Relations Act, the Alabama legislature has in effect neutralized the express judgment of Congress as to the most effective means of protecting interstate commerce from disturbance.

POINT IV

THE REQUIREMENT THAT LABOR UNIONS FILE THEIR CONSTITUTION AND BY-LAWS AS A PRE-CONDITION TO THEIR FUNCTIONING IN THE STATE OF ALABAMA DENIES TO THE COMPLAINANTS AND THEIR MEMBERS THE EQUAL PROTECTION OF LAW GUARANTEED BY SECTION 1 OF THE FOURTEENTH AMENDMENT OF THE UNITED STATES CONSTITUTION.

Section 2(a) of the Alabama Act excludes from its operation labor organizations whose members are subject to the Railway Labor Act. This distinction between such a group and all other labor organizations is one which nowhere in the record is supported by any justification. Differentiated treatment among groups subject to the mandate of a statute can escape the stigma of unconstitutionality only by clear and factually founded justification for the discrimination. No such difference exists which justifies or warrants in any way the exclusion of unions whose members are subject to the Railway Labor Act. Both the Railway Labor Act and the National Labor Relations Act protect the rights of employees to bargain collectively and both condemn interference with those rights. They have

the same general purpose. Moreover, they are both designed to protect interstate commerce from disturbance. The distinction made by the Alabama statute is arbitrary and capricious.

Equally insupportable is another distinction created by an omission from the Alabama statute. While labor organizations are required to file copies of their constitutions and by-laws, employers' associations are not. This despite the fact that the latter groups have enlarged the scope of their activities to reach a large variety of endeavor and to achieve control over the economic aspect of the lives of a vast segment of the working population of the United States. To permit freedom from this requirement to employers' associations while subjecting unions to the compulsion of it, is a discriminatory differentiation in the treatment of two groups. *Hartford Company v. Harrison*, 301 U. S. 459, *Bethlehem Motors Company v. Flint*, 256 U. S. 421, *Connolly v. Union Sewer Pipe Company*, 184 U. S. 450.

As this Court stated in *Frost v. Corporation Commission*, 278 U. S. 515:

"* * * Mere difference is not enough; the attempted classification must always rest upon some difference which bears a reasonable and just relation to the act with respect to which the classification is proposed, and can never be made arbitrarily and without such 'basis'."

Finally, it should be noted that no other type of non-profit voluntary association must comply with Section 7 of the Alabama statute.

A casual reading of the statute makes plain beyond dispute that its principal objective is to single out labor organizations for the imposition of the constrictive requirements, at variance with the constitutional guarantees of equal protection of the law.

CONCLUSION

IT IS RESPECTFULLY SUBMITTED THAT PETITIONERS HAVE BEEN DENIED AND DEPRIVED OF THE RIGHTS GRANTED AND SECURED UNDER THE CONSTITUTION OF THE UNITED STATES, AND THAT THE DECISION OF THE ALABAMA SUPREME COURT SHOULD BE REVERSED.

WHEREFORE, your petitioners pray that a writ of certiorari be issued out of and under the seal of this Honorable Court, directed to the Clerk of the Supreme Court of Alabama, commanding that Court to certify and send to this Court for review and determination, on a day certain to be named therein, a full and complete transcript of the record and all proceedings in the case No. 6 Div. 294, entitled "Congress of Industrial Organizations, an unincorporated association, et al., v. Robert E. McAdory, as Solicitor of Jefferson County, Alabama, et al.", and that the judgment of the Supreme Court of Alabama may be reviewed by this Honorable Court, and that upon the granting of the petition for certiorari this case may be set down for argument at the same time as No. 588, and that your petitioners may have such other and further relief in the premises as to this Honorable Court may seem just and meet; and your petitioners will ever pray.

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IN THE
Supreme Court of the United States

OCTOBER TERM, 1944

No. 855

CONGRESS OF INDUSTRIAL ORGANIZATIONS, an Unincorporated Association; PHILIP MURRAY, Individually and as President of said Congress of Industrial Organizations; ALABAMA STATE INDUSTRIAL UNION COUNCIL, an Unincorporated Association; CAREY HAIGLER, Individually and as Secretary of said Alabama State Industrial Union Council; UNITED STEELWORKERS OF AMERICA, an Unincorporated Association; DAVID McDONALD, Individually and as Secretary-Treasurer of said United Steelworkers of America; INTERNATIONAL UNION OF MINE, MILL & SMELTER WORKERS, an Unincorporated Association; REID ROBINSON, Individually and as President of said International Union of Mine, Mill & Smelter Workers; TEXTILE WORKERS UNION OF AMERICA, an Unincorporated Association; EMIL RIEVE, Individually and as President of said Textile Workers Union of America; LOCAL UNION No. 1015 of the United Steelworkers of America, an Unincorporated Association; HOYT BRANT, Individually and as President of said Local Union No. 1015; LOCAL UNION NO. 2971 of the United Steelworkers of America, an Unincorporated Association; WILLIAM NATHAN, Individually and as President of said Local Union No. 2971; LOCAL UNION NO. 2382 of the United Steelworkers of America, an Unincorporated Association; R. C. SCRUGGS, Individually and as President of said Local Union No. 2382, *Petitioners*,

vs.

ROBERT E. McADORY, as Solicitor of Jefferson County, Alabama, and
HOLT McDOWELL, as Sheriff of Jefferson County, Alabama.

ON WRIT OF CERTIORARI TO THE SUPREME COURT
OF THE STATE OF ALABAMA

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1944

No. 855

CONGRESS OF INDUSTRIAL ORGANIZATIONS, an Unincorporated Association; PHILIP MURRAY, Individually and as President of said Congress of Industrial Organizations; ALABAMA STATE INDUSTRIAL UNION COUNCIL, an Unincorporated Association; CAREY HAIGLER, Individually and as Secretary of said Alabama State Industrial Union Council; UNITED STEELWORKERS OF AMERICA, an Unincorporated Association; DAVID McDONALD, Individually and as Secretary-Treasurer of said United Steelworkers of America; INTERNATIONAL UNION OF MINE, MILL & SMELTER WORKERS, an Unincorporated Association; REID ROBINSON, Individually and as President of said International Union of Mine, Mill & Smelter Workers; TEXTILE WORKERS UNION OF AMERICA, an Unincorporated Association; EMIL RIEVE, Individually and as President of said Textile Workers Union of America; LOCAL UNION No. 1015 of the United Steelworkers of America, an Unincorporated Association; HOYT BRANT, Individually and as President of said Local Union No. 1015; LOCAL UNION NO. 2971 of the United Steelworkers of America, an Unincorporated Association; WILLIAM NATHAN, Individually and as President of said Local Union No. 2971; LOCAL UNION NO. 2382 of the United Steelworkers of America, an Unincorporated Association; R. C. SCRUGGS, Individually and as President of said Local Union No. 2382, *Petitioners*,

vs.

ROBERT E. McADORY, as Solicitor of Jefferson County, Alabama, and HOLT McDOWELL, as Sheriff of Jefferson County, Alabama.

BRIEF FOR PETITIONERS

OPINION BELOW

The opinion of the court below (R. 220) is reported in 20 So. (2d) 40, and was filed on December 7, 1944.

STATEMENT AS TO JURISDICTION

This case is one over which the Court has jurisdiction under the provisions of the Act of Congress of February 13, 1935, Section 237-b, 28 U.S.C.A., Section 344-b.

The case puts in question the validity of Sections 7 and 16 of the Bradford Act upon the ground that such sections on their face and as construed by the Supreme Court of Alabama are repugnant to the Constitution of the United States and in particular to the Fourteenth Amendment and the First Amendment thereto as well as Article VI. The decision of the Alabama Supreme Court upheld the validity of the sections in question. The case was finally disposed of by the Supreme Court of the State of Alabama on December 7, 1944, when it entered its order affirming the determination of the Alabama Circuit Court. Every possible remedy within the state has been exhausted. The Federal questions were appropriately raised at all stages in the proceeding. The complaint challenged each of the sections involved herein as violative of the Federal Constitution. Federal questions were briefed and argued before the state Supreme Court and that court passed upon the Federal questions in affirming its prior opinion in the case of *Alabama State Federation of Labor, et al. v. McAdory*, which is now before this Court, No. 588, this Term.

THE RELEVANT PROVISIONS OF THE STATUTE INVOLVED

Section 7. Every labor organization functioning in Alabama shall within sixty days after the effective date of this Act, and every labor organization hereafter desiring to function in Alabama shall, before doing so, file a copy of its constitution and its by-laws and a copy of the constitution and by-laws of the national or international union, if any, to which the labor organization belongs, with the Department of Labor, but this provision shall not be construed to require the filing of any ritual relating solely to the initiation or reception of members. All changes or amendments to the constitution or by-laws, local, national or international adopted subsequent to their original filing must be filed with the Department of Labor within thirty days after the adoption thereof.

Every labor organization functioning in the State of Alabama and having twenty-five or more members in any calendar year shall annually on or before February first in the next succeeding calendar year file with every member of their respective labor organizations and with the Director of the Department of Labor a report in writing showing the facts

hereinafter in this section provided as of the close of business on the thirty-first day of December next preceding the date of filing. Such report shall be filed by the secretary or business agent of such labor organization and shall show the following facts: (1) The name of the labor organization; (2) the location of its principal office and its offices in Alabama; (3) the name of the president, secretary, treasurer and other officers, and business agents, together with the salaries, wages, bonuses, and other remuneration paid each, and post office address of each; (4) the date of regular election of officers of such labor organization; (5) the number of its paid-up members; (6) a complete financial statement of all fees, dues, fines, or assessments levied and/or received, together with an itemized list of all disbursements, with names of recipients and purpose therefor, covering the preceding twelve (12) months; (7) a complete statement of all property owned by the labor organization, including any monies on hand or accredited to such labor organization, which said report shall be duly verified by the oath of the president, secretary, or some other regularly selected and acting officer of such labor organization, having knowledge of the facts therein stated. It shall be the duty of the Director of Labor to cause to be printed and to make available to the public forms for making such report. At the time of filing each such report it shall be the duty of every such labor organization to pay the Director of Labor an annual fee therefor in the sum of two dollars.

The Director of Labor shall receive, file and index the reports provided for in this section of this Act. The records provided for herein shall be public records and shall be made available by the Director of Labor in his office to the Governor of Alabama for examination.

It shall be unlawful for any fiscal or other officer or agent of any labor organization to collect or accept payment of any dues, fees, assessments, fines or any other monies from any members while such labor organization is in default with respect to filing the annual report required in this section.

Section 16. It shall be unlawful for any executive, administrative, professional, or supervisory employee to be a member in, or to be accepted for membership by, any labor organization, the constitution and by-laws of which permit member-

ship to employees other than those in executive, administrative, professional, or supervisory capacities, or which is affiliated with any labor organization which permits membership to employees other than those in an executive, administrative, professional, or supervisory capacity. The provisions of this section shall not be construed so as to interfere with or void any insurance contract now in existence and in force.

Section 18. Penalties: If any labor organization violates any provision of this Act, it shall be penalized civilly in a sum not exceeding one thousand dollars (\$1,000.00) for each such violation to be recovered as a penalty in the Circuit Court of the County in which the violation occurred, the action being brought in the name of the State of Alabama by the Circuit Solicitor of the Circuit in which the violation occurred, and it shall be the duty of the Circuit Solicitor of any Circuit in which any such violation occurs to institute and prosecute such action. The doing of any act forbidden or declared unlawful by the provisions of this Act, except where a penalty is specifically provided herein, or the commission of any offense herein declared to be a misdemeanor, shall constitute a misdemeanor, and shall be punishable by a fine not exceeding five hundred (\$500.00), or by imprisonment at hard labor for not exceeding twelve months, or both.

STATEMENT OF FACTS

Petitioners, plaintiffs below, are the Congress of Industrial Organizations, the Alabama State Industrial Union Council, the United Steelworkers of America, the International Union of Mine, Mill and Smelter Workers, Textile Workers Union of America, all affiliated with the CIO, Local Unions 1015, 2971, 2382 affiliated with the United Steelworkers of America; all of whom are voluntary unincorporated associations, and Philip Murray, President of the CIO; Carey Haigler, Secretary of the Alabama State Industrial Union Council; David McDonald, Secretary-Treasurer of the United Steelworkers of America; Reid Robinson, President of the Mine, Mill and Smelter Workers; Emil Rieve, President of the Textile Workers; Hoyt Brant, President of Local Union No. 1015; William Nathan, President of Local Union No. 2971, and R. C. Scruggs, President of Local Union No. 2382.

The defendants are Robert E. McAdory, Solicitor of Jefferson County, Alabama, and Holt McDowell, Sheriff of Jefferson County, Alabama.

The action was brought by the plaintiffs below under the Alabama Declaratory Judgment Statute (Title 7, Sections 156-168, Code of 1940) to have declared unconstitutional various sections of the Bradford Act and to restrain the enforcement thereof by the two above-named defendants.

The Bradford Act in substance establishes a Department of Labor, sets up mediation machinery, seeks to license the functioning of labor organizations by requiring them to file various reports and financial statements and the payment of annual fees, regulates the internal affairs and activities of labor organizations, and various aspects of picketing, boycotting and striking. Violations of provisions of the Act result in both civil and criminal penalties (*supra*).

Two sections of this Act are involved in this petition for certiorari—Section 7 and Section 16. The provisions thereof are set out, *supra*, pp. —.

The facts in the record are substantially undisputed. They show that petitioner associations and their members are engaged in a wide variety of organizing, educational, legislative, collective bargaining, civic and community activities and that these activities necessarily entail the use of methods of communication by word of mouth, press, radio, labor newspapers, as well as other traditional forms of communication (R. 102, 84, 85, 86, 87, 103, 104, 105, 110, 151, 152.)

The record further (R. 143) shows that 18,000 members of the United Steelworkers of America are engaged in work within the State of Alabama upon goods and materials moving in interstate commerce; that 32,000 members of CIO unions affiliated with the petitioners, Alabama State Industrial Union Council, are engaged in Jefferson County, Alabama, in performing work upon goods and materials moving in interstate commerce (R. 142, 143, 144).

The record shows, in addition, that it is the practice and policy of the CIO (R. 123, 124) to admit to membership in its various local unions all employees except those who do not have the right to hire and discharge. The complaint alleges (R. 21, 22, 23) that Sections 7 and 16 are unconstitutional and void because they impose previous general restraints and pro-

hibitions upon the exercise by plaintiffs of their civil rights of free speech, press and assembly; that these sections are discriminatory as to the plaintiffs and violate the equal protection of the laws clause of the Fourteenth Amendment; that they violate Article VI of the United States Constitution.

Petitioners' interest in the proceeding, their standing to raise the constitutional issues, the manner in which labor organizations function and operate, and the manner in which petitioners were aggrieved by reason of the threatened enforcement of the sections of the Act challenged as unconstitutional, are described in the record at R. 84, 85, 86, 87, 102, 103, 104, 105, 110, 151, 152, 158, 160, 176, 183.

The Circuit Court (R. 202) held that the Act as a whole was constitutional and valid; that Sections 12 and 17 were unconstitutional; that so much of Section 13 as prevents a strike except by majority vote was unconstitutional; that so much of the provisions of Section 14 intended to make more effective that part of Section 13 respecting unlawful strikes was unconstitutional. The Supreme Court of the State of Alabama affirmed the determination of the Circuit Court.

Sections 7 and 16 of the Bradford Act are the only sections challenged by petitioners which the Alabama Supreme Court held constitutional, and, as before stated, are the only sections involved in this case.

• • • ASSIGNMENT OF ERRORS

1. The court below erred in holding that the Act as a whole is constitutional and valid.

2. The court below erred in failing to hold that Sections 7 and 16 constituted an unconstitutional deprivation of the civil rights of petitioners and their members and in denying an injunction against the enforcement of those sections.

3. The court below erred in refusing to hold that Sections 7 and 16 constitute an improper burden on interstate commerce and conflict with the National Labor Relations Act; and in denying an injunction against the enforcement of those sections.

4. The court below erred in refusing to hold that Section 7 denied to the petitioners the equal protection of the laws guaranteed by the Fourteenth Amendment of the United States Constitution.

SUMMARY OF ARGUMENT

I

Section 7 of the Alabama statute, which requires labor unions functioning in the State to file their constitutions and by-laws, annual financial reports and other data concerning their internal operations, imposes a restraint and a prohibition upon the exercise of the rights of free speech, press and assembly guaranteed by the Constitution. The every-day functioning of labor unions characteristically involves and embodies an exercise of civil rights. Moreover, because of the situation of the individual worker the functioning of trade unions represents the most important channel through which the rights of such individual worker find expression. The process of assembling, meeting and exchanging views, which is intrinsic to the process of the formation and functioning of any group, dominates the functioning of trade unions. This is true both of local labor organizations which deal with individual employers as well as of national organizations which further pool individual rights and strengthen the effectiveness of their expression. Both national and local organizations engage in a wide variety of educational, political and organizational activities in furtherance of their objectives. These activities not only vitalize petitioner organizations but are essential to the effective functioning of a democratic society. The decisions of this Court clearly support the view that the activities of petitioners are clothed by the First and Fourteenth Amendments with the broadest possible protection. Section 7 of the Alabama statute does not operate merely as a registration provision but exacts a price for the exercise of rights which enjoy constitutional protection. Failure to comply with the statute results in a forfeiture of the wide variety of civil rights which the functioning of a trade union necessarily entails. No contention is made that the nature of trade unions in itself immunizes them from regulation. It is contended, however, that a State may not impose a ban upon the exercise of these rights by labor organizations.

Section 16 of the Alabama statute, prohibiting professional and supervisory employees from joining organizations with their fellow employees, is a denial of the rights of these groups

as well as of their fellow union members and is likewise unconstitutional since it places a ban upon the exercise of the civil rights of the groups excluded as well as of petitioner labor organizations.

II

Sections 7 and 16 improperly burden interstate commerce and conflict with the National Labor Relations Act. Petitioner labor organizations are interstate entities. Their activities, such as collective bargaining, involve the creation of conditions of employment over interstate areas. The effect of the statute is to burden the interstate functioning of petitioner labor organizations as well as to permit the creation of local conditions of employment at variance with and burdening interstate employment patterns which present-day collective bargaining gives rise to. Specifically, Sections 7 and 16 deprive petitioner labor organizations and their members of rights granted under the National Labor Relations Act. Section 7 by demanding a price as a condition of the "functioning" of labor organizations severely limits the right to engage in those organizational activities which are unconditionally granted by Section 7 of the National Labor Relations Act. Section 16 denies named groups of employees the right to unions of their own choosing although they are plainly granted those rights by Sections 2 (3) and 7 of the National Labor Relations Act. There is a direct conflict therefore between both Sections 7 and 16 of the Bradford Act and the National Labor Relations Act.

III

Sections 7 and 16 apply only to certain labor organizations and do not apply at all to associations of employers or other associations. These sections therefore deny petitioner labor organizations equal protection of the law. There is no basis for exempting from the statute railway labor organizations which are no differently situated from petitioner labor organizations. There is nothing in the Railway Labor Act which justifies this difference in treatment and there is no factual difference in the manner in which labor organizations of railway employees function.

IV

The record presents several cases of controversies within the meaning of the Constitution. All necessary elements are present for the Court to determine the constitutionality of the Alabama Act. Respondents are charged with enforcement and present enforcement is threatened. Petitioner labor organizations are faced with the present choice of acquiescing in an unconstitutional law or suffering severe criminal penalties for non-compliance. Even if there is no immediate prosecution under the Act, failure to comply will severely handicap the normal functioning of petitioners. The very existence of the statutory requirement will, unless immediately complied with, encourage employers to refuse to deal with petitioner unions, and their members to abandon their membership. This is true not only of Section 7 but of Section 16 as well. The question of who is supervisory and who is not is so vague that many individuals will refuse to join petitioner labor organizations for fear that they might fall within one of the proscribed classes. If this prohibition is unconstitutional the petitioners are threatened with irremediable injury.

ARGUMENT

POINT I

THE PROVISIONS OF THE STATUTE REQUIRING LABOR UNIONS FUNCTIONING IN THE STATE OF ALABAMA TO FILE THEIR CONSTITUTIONS AND BY-LAWS, ANNUAL FINANCIAL REPORTS AND OTHER DATA CONCERNING THEIR INTERNAL OPERATIONS VIOLATE THE CONSTITUTION OF THE UNITED STATES IN THAT THEY IMPOSE A PREVIOUS GENERAL RESTRAINT UPON AND PROHIBITION ON THE EXERCISE OF THE RIGHTS OF FREE SPEECH, PRESS AND ASSEMBLY GUARANTEED BY THE FIRST AND FOURTEENTH AMENDMENTS TO THE UNITED STATES CONSTITUTION.

The full effect of the statute and its impact upon the constitutional rights of petitioners may be best apprehended from an examination of the fundamental facts concerning the nature and operations of labor organizations, including petitioner organizations.

A. *The Constitutional Rights Involved in the Functioning of Labor Organizations*

Petitioner labor organizations are all unincorporated associations composed of persons in the State of Alabama and other States of the United States who have assembled together for their mutual aid and protection. They exercise the rights of assembly, free speech and free press in the following manner:

1. *Origins of union organization—nature of union meetings (R. 80, 88-89)*

The trade union movement owes its origin to the need of individual workers to form groups in dealing with their employers. Organizations such as petitioners came into being because of the awareness of the individual worker that his right to bargain, standing alone, is void of content; that the economic power of his employer and combinations of employers required that the worker act jointly with others to make his rights as an individual meaningful. The thousands of employees who are members of the petitioner organizations found that they, and particularly those of them employed by a single employer or in a single trade or industry, have common problems with respect to their relations with the employer and with the general public. They have therefore as individuals assembled for their mutual aid and protection. Specifically they have met and assembled to give to each other information, views and ideas concerning their wages, hours, other conditions of employment and their relations with their employer and the general public.

It seems clear that this process of meeting and exchanging views involves the exercise by individuals of their constitutional rights. It is equally clear that the process of meeting and the interchange of views is an essential part of the "functioning" of labor organizations and as such is, under Section 7 of the Alabama statute, one of the activities burdened with a prior restraint as a precondition to its being carried on.

2. *National and local organization (R. 80, 81, 84, 85, 103-104, 151-152)*

The process of common assembly and exchange of views gives rise to local organizations which in turn form the basis for broader organizations which rest upon the same process.

In the development of labor organization it has proved to be impossible to form basic units of organization of all the employees within a given occupation or industry throughout the United States. Since the coordination of program and the realization of common objectives requires it, it has been necessary for groups of employees in each of various cities, localities, regions and states to designate representatives for mutual deliberation and assembly with other representatives. The basic groups which assemble together for the purpose of dealing with problems arising out of a particular plant or locality are termed local unions. The broader assembly of representatives of the various local groups are generally designated as national or international unions.

3. Dissemination of union views and information—publications, educational activities, legislative and political activities (R. 84, 86, 88-89, 122-123, 103-104, 151-152, 7, 37)

The functioning and growth of a labor organization is essentially the process of proselytization, of education, of group strengthening. Those already members of a labor organization seek in every manner possible to induce their fellows to join with them. Much of the work of enlarging the group and spreading its message is done by word of mouth through discussions in the shops and locker rooms.

However, in many instances it is impossible for any individual worker to exercise to the fullest extent and effectiveness his constitutional rights since he is limited to his own financial resources. He is financially in no position to print and distribute newspapers or other literature, to secure radio time, to travel throughout an area to gain union members. Accordingly, for the effectuation of their individual rights of free speech and to make possible a broader dissemination of their views and extension of their membership, the persons assembled into the various local and national organizations as described above have mutually agreed upon certain fixed small amounts of money to be contributed by each to make possible the publication of newspapers, pamphlets, leaflets and other documents, the use of other means of publicity and dissemination of views and ideas, and the hiring of other persons to devote their full time and energies to the carrying out of these objectives.

Out of the amounts of money so raised by these periodic contributions (normally referred to as "dues"), a portion is sent by such local group to the national organization to carry out throughout the country the objectives for which the members of the organization are assembled in the organization.

Each national labor organization, including petitioner national unions in the present case, engages in the publication of newspapers and other literature and dispatches individuals to various parts of the country to spread throughout the industry or the occupation the views and ideas of the members of the organizations and to attempt to induce all employees in the industry and the occupation to join with those who are already members of the organization in the furtherance of the objectives of the organization. Thus the United Steelworkers of America maintains a complete educational department. This department designs posters, publishes pamphlets and leaflets for distribution to all members, assists local unions in the establishment and maintenance of their own educational committees, and guides the local committees in the advancement of their educational programs.

One of the major objectives and important activities in which petitioner labor unions engage is the furtherance and opposing of national, State and local legislation. Petitioner labor organizations and their members constantly discuss in their meetings problems arising out of either pending or proposed legislation and the activities of their elected representatives in local, State and national legislative bodies in regard thereto. Petitioner labor unions and their members in their meetings arrange for the preparation and presentation of petitions addressed to their elected representatives in regard to such legislation. Further, these labor unions and their members in their meetings discuss and arrive at decisions in regard to their support or opposition to candidates for public office of local, State or national character.

These activities of the national and international unions are all carried on in furtherance of the objectives for which the members have assembled into their local groups. Financial and other support for activities of the national and international unions in aid to the objectives of these local unions is dependent upon the mutual contributions, obligations and assistance undertaken by each and all of the local unions. The

assistance of the national organization to any one local organization is dependent upon the assistance rendered to the national organization by the remaining organizations. Any interference with or condition placed upon the operation of one local union weakens and interferes with the operation of the national union and therefore all of the other local unions affiliated with it.

4. State Councils—and the National CIO (R. 80-81, 84, 85, 151-152, 3, 35)

The members of the various national organizations, as well as the members of the organizations in different industries and occupations within a single city or State have found that they share with each other common problems and have undertaken through designated representatives common discussions and exchange of views on those problems, have also undertaken to make joint contributions to common funds for the purpose of gathering information and for the purpose of disseminating information to their own members, to fellow employees and to the public concerning the views and activities of the members assembled into these labor organizations. These common and joint efforts within a single State have been carried on by representatives of the organizations within the State established under the name, in many instances, of a "State Industrial Union Council", such as petitioner Alabama State Industrial Union Council.

The common national efforts of a number of national organizations have resulted in the establishment of a national representative organization known as the Congress of Industrial Organizations, which is a petitioner herein.

The CIO is the medium whereby the affiliated organizations may exchange and discuss ideas and information relating to their objectives, disseminate to the public facts, information and opinions concerning the CIO and its affiliated organizations, their purposes and objectives.

The CIO promotes educational programs, distributes educational material to its affiliated organizations, maintains national publications and national legislative services by which it keeps its affiliated organizations informed concerning matters of public and national significance.

Interferences with or prohibitions placed upon the activities of the CIO, or the State Industrial Union Councils deprive national and local unions alike of the benefits of the activities of these organizations; impede operations of a local affiliated to a national union; impair the effectiveness of the activities of the CIO and of the Alabama State Industrial Union Council on behalf of all other affiliated local and national unions.

5. *Collective Bargaining (R. 80, 213-218)*

The most important objectives of the exchange of views and the reaching of common determinations on both national and local levels are, of course, those related to wages, hours, and other conditions of employment. The views of one single worker in these matters can make, of course, only slight impression upon an employer employing many thousands of workers. Through the pooling their joint views and economic resources, and through the joint studies and analyses of economic and other factors thus made possible, the workers assembled into labor unions are enabled to arrive at commonly agreed-upon conclusions as to the desirable and economically feasible terms and conditions.

Through their designated representatives the workers assembled into labor organizations are then enabled to present their views to their employers and on the basis of their investigation, analysis and information, to attempt to induce and persuade the employer of the justness and soundness of these views.

Each individual worker could, of course, in the exercise of his right of free speech, attempt to speak to or write to or carry on discussions with his employer concerning these matters. As a matter of practical fact, however, each individual worker is limited by economic and other factors in the full effectuation of his right of free speech by the pressure of his own employment, by his lack of facilities for research and study, or by perhaps his own limitations of expression. By pooling their resources and energies and by selecting, whether for compensation or otherwise, a representative to undertake these functions on their behalf, all of the individual workers, members of a labor organization, are merely undertaking to

carry out in a more effective manner the exercise of their same right of free speech.

Each individual worker who seeks to induce his fellow workers to join with him in a labor organization is also exercising his fundamental right of free speech. This activity is constantly going on in that only through the exercise of this right on the part of all the members of a labor union is the very existence of the labor union assured.

Any precondition or prohibition placed upon this activity is an improper limitation upon the effective exercise of constitutional rights.

6. Conclusion

Not as an optional or casual matter but necessary and intrinsic to the functioning of labor organizations is the exercise of the civil rights of freedom of speech, press and assembly. None of the petitioner labor organizations is engaged in any business for profit (R. 83). Like other labor organizations, petitioner labor organizations are groups of individuals gathered and assembled together for the more effective exercise, through joint action, of the constitutional rights to which each individual is entitled and which individuals are likewise constitutionally privileged to exercise jointly. The exercise of civil rights is the heart of the functioning of a labor organization. This has been made clear in a series of decisions of this and other Courts.

B. Applicable Court Decisions Support Petitioners' Contention That the Functioning of Labor Organizations Embodies the Exercise of Civil Rights

That the operations of a labor union constitute and embody the exercise of civil rights is not a novel doctrine. Decisions of this Court lend strong support to the contention that workers engaged in their self-organizational activities are engaged in the exercise of the rights of free speech, press and assembly.

In *Hague v. Committee for Industrial Organization*, 307 U. S. 307, the CIO and its affiliated unions sought an injunction against, among other things, the application and enforcement of city ordinances which prohibited the distribution of leaflets in connection with their organizing activities and prevented

the holding of meetings in connection with the functioning of labor organizations without first obtaining a license. The Court expressly held that the function of the plaintiff labor unions involved the exercise of the rights of peaceful assembly, free speech and free press, and that the ordinances constituted an abridgment of these rights and were therefore unconstitutional under the Fourteenth Amendment of the United States Constitution. Mr. Justice Stone, in his concurring opinion, stated:

"Since freedom of speech and freedom of assembly are rights secured to persons by the due process clause, all of the individual respondents are primarily authorized by Section 1 of the Civil Rights Act of 1871 to maintain the present suit in equity to restrain infringement of their rights."

In *Thornhill v. Alabama*, 310 U. S. 88, the Court discussed the nature of the rights exercised by labor unions and their members:

"In the circumstances of our times the dissemination of information concerning the facts of a labor dispute must be regarded as within that area of free discussion that is guaranteed by the Constitution. *Hague v. CIO*, 307, U. S. 496, 59 S. Ct. 954, 83, L. Ed. 1423; *Schneider v. State*, 308 U. S. 147, 155, 162, 163, 60 S. Ct. 146, 151, 84 L. Ed. 155: See *Senn v. Tile Layers Union*, 301 U. S. 468, 478, 57 S. Ct. 857, 862, 81 L. Ed. 1229. It is recognized now that satisfactory hours and wages and working conditions in industry and a bargaining position which makes these possible have an importance which is not less than the interests of those in the business or industry directly concerned. The health of the present generation and of those as yet unborn may depend on these matters, and the practices in a single factory may have economic repercussions upon a whole region and affect widespread systems of marketing. The merest glance at State and Federal legislation on the subject demonstrates the force of the argument that labor relations are not matters of mere local or private concern. Free discussion concerning the conditions in industry and the causes of labor disputes appears to us indispensable to the effective and intelligent use of the processes of popular government to shape the destiny of modern industrial society. The issues raised by regulations, such as are challenged here, infringing upon the right of employees effectively to inform the public of the facts of a labor dispute are part of this larger

problem. We concur in the observation of Mr. Justice Brandeis, speaking for the Court in *Senn's* case (301) U. S. at page 478, 57 S. Ct. at page 862, 81 L. Ed. 1229): 'Members of a union might, without special statutory authorization by a state, make known the facts of a labor dispute, for freedom of speech is guaranteed by the Federal Constitution'."

Again, in *N.L.R.B. v. Jones & Laughlin Steel Corporation*, 301 U. S. 1, 33, the Court emphasized the significance of union organization as a means of securing real effectuation for the individual worker of his right to contract freely. The Court there said:

"Thus, in its present application, the statute goes no further than to safeguard the right of employees to self organization—and to select representatives of their own choosing for collective bargaining or other mutual protection without restraint or coercion by their employer.

"That is a fundamental right. Employees have as clear a right to organize and select their representatives for lawful purposes as the respondent who has to organize its business and select its own officers and agents. Discrimination and coercion to prevent the free exercise of the right of employees to self-organization and representation is a proper subject for condemnation by competent legislative authority. Long ago we stated the reason for labor organizations. We said that they were organized out of the necessities of the situation; that a single employee was helpless in dealing with an employer; that he was dependent ordinarily on his daily wage for the maintenance of himself and family; that, if the employer refused to pay him the wages that he thought fair, he was nevertheless unable to leave the employ and resist arbitrary and unfair treatment; that union was essential to give laborers opportunity to deal on an equality with their employer. *American Steel Foundries v. Tri-City Central Trades Council*, 257 U. S. 184, 209, 42 S. Ct. 72, 78, 66 L. Ed. 189, 27 A.L.R. 360."

Indeed, the basic constitutional right to join with others for a common objective has been recognized not merely in the case of a labor organization. The Court has specifically held that association for lawful purposes, economic, political, religious, or social, is an exercise of those liberties of speech, press and assembly guaranteed against State interference by the due process clause of the Fourteenth Amendment.

In *De Jonge v. Oregon*, 299 U. S. 353, the Court stated that:

"The right of peaceful assembly is a right cognate to the right of free speech and free press and is equally fundamental . . .

"The First Amendment of the Federal Constitution expressly guarantees that right against abridgment by Congress. By explicit mention there does not argue exclusion elsewhere. For the right is one that cannot be denied without violating those fundamental principles of liberty and justice which lie at the base of civil and political institutions—principles which the Fourteenth Amendment imposes in the general terms of its due process clause." (At page 364)

In *United States v. Cruikshank*, 92 U. S. 542, the Court said:

"The very idea of the government, republican in form, implies the right on the part of its citizens to meet peaceably for consultation in respect to public affairs and to petition for redress of grievances." (At page 552)

See also *Herndon v. Lowry*, 301 U. S. 242.

More recently, the Court in *Thomas v. Collins*, No. 14, this Term, held:

"The grievances for redress of which the right of petition was insured, and with it the right of assembly, are not solely religious or political ones. And the rights of free speech and free press are not confined to any field of human interest.

"The idea is not sound therefore that the First Amendment's safeguards are wholly inapplicable to business or economic activity. And it does not resolve where the line shall be drawn in a particular case merely to urge, as Texas does, that an organization for which the rights of free speech and free assembly are claimed is one 'engaged in business activities' or that the individual who leads it in exercising these rights receives compensation for doing so."

"... Necessarily correlative was the right of the union, its members and officials, whether residents or nonresidents of Texas and, if the latter, whether there for a single occasion or sojourning longer, to discuss with and inform the employees concerning matters involved in their choice. These rights of assembly and discussion are protected by the First Amendment."

"Lawful public assemblies, involving no element of grave and immediate danger to an interest the state is entitled to protect, are not instruments of harm which require previous identification of the speakers. And the right either of workmen or of unions under these conditions to assemble and discuss their own affairs is as fully protected by the Constitution as the right of businessmen, farmers, educators, political party members or others to assemble and discuss their affairs and to enlist the support of others." (Emphasis supplied.)

The position contended for here has received further support from a decision of the Supreme Court of the State of Colorado. In holding unconstitutional a portion of a Colorado statute requiring incorporation of labor organizations the court stated (*American Federation of Labor v. Reilly*, decided December 21, 1944, 15 Labor Rel. Reporter, 556, 554):

"The courts of the United States for many years, and generally without regard to statute, have recognized the right of workmen to organize in labor or trade unions for the purpose of promoting their common welfare by lawful means. See *American Steel Foundries v. Tri-City Central Trades Council*, 257 U. S. 184, 42 S. Ct. 72, 66 L. Ed. 189, 27 A.L.R. 360. This right has been declared to be a 'fundamental' one (*National Labor Relations Board v. Jones & Laughlin Steel Corp.*, 301 U. S. 1, 57 S. Ct. 615, 81 L. Ed. 893, 108 A.L.R. 1352; *Texas & N. O. R. R. Co. v. Brotherhood*, 281 U. S. 548, 50 S. Ct. 427, 74 L. Ed. 1034), existing independently, and prior to the authorization for formation of the National Labor Relations Board. (*Amalgamated Utility Workers v. Consolidated Edison Co.*, 309 U. S. 261, 60 S. Ct. 561, 84 L. Ed. 738). See also, 31 *Am. Jur.*, p. 851, Sec. 32; *National Labor Relations Board v. Jones*, *supra*; *Iron Molders' Union v. Allis-Chalmers Co.* (CCA 7th), 166 F. 45, 20 L.R.A. (N.S.) 315. See, also, *Pickett v. Walsh*, 192 Mass. 572, 78 N.E. 753, 6 L.R.A. (N.S.) 1067, 116 A. St. Rep. 272, 7 Ann. Cas. 638. Mr. Justice Stone (now, Chief Justice), in his opinion in *Hague v. C. I. O.*, 307 U. S. 496, 59 S. Ct. 954, 83 L. Ed. 1423, expressed that the guarantees of free speech and assembly under the First Amendment extended protection against attempts of the authorities under a Jersey City ordinance to prevent the labor organizations involved 'from holding meetings and disseminating information whether for the organization of labor unions or for any other lawful purpose.' The specific purposes of such meetings, according to the opinion of Justice Stone, were 'to organize labor unions in

various industries in order to secure to workers the benefits of collective bargaining with respect to betterment of wages, hours of work and other terms and conditions of employment.' An injunction against the city officials was sustained under the First Amendment, and the rights of the unions were protected against infringement by the state under the Fourteenth Amendment.

"Notwithstanding the contrary contentions of counsel for defendants, we think the decisions indicate that the constitutional guarantee of assembly to the people is not restricted to the literal right of meeting together 'to petition the government for a redress of grievances.' See *Hague v. C. I. O.*, *supra*; *DeJonge v. Oregon*, 299 U. S. 353, 57 S. Ct. 255, 81 L. Ed. 278; *Herndon v. Lowry*, 301 U. S. 242, 57 S. Ct. 732, 81 L. Ed. 1068; *Murdock v. Pennsylvania*, 319 U. S. 105, 63 S. Ct. 870, 87 L. Ed. 1292, and *State v. Butterworth*, 104 N.J.L. 579, 142 A. 57.

"While these decisions may not as unequivocally place the right of workmen to organize and operate as a voluntary labor association within the area of the guarantees of assembly and free speech as the *Thornhill* case locates peaceful picketing within the perimeter of the latter, their purport seems to us to support the conclusion of the trial court that sections 20 and 21 transgressed constitutionality by denying to unincorporated labor unions, and their individual members any right to assemble and function as such in the promotion of their common welfare by lawful means. The recognition of the constitutional right to so do, of course, in no way precludes a state within the limits of its inherent police power, from regulating the activities and conduct of labor unions, incorporated or unincorporated, in the interest of public welfare. The portions of the Colorado Act now in consideration patently reach beyond the limits of such permissible regulation."

C. Sections 7 and 18 Constitute Infringements Upon the Constitutional Rights Embodied in the Operations of Labor Organizations

Unlike the *Thomas* case which involved a registration provision, this statute involves a broader restraint.

Sections 7 and 18 of the statute require all labor organizations (including those in existence and those which may be organized hereafter) which desire to operate within the State of Alabama, as a precondition to their functioning to comply with the requirements imposed by Section 7. Any labor union which operates in a normal way without first complying with

these requirements is subjected by Section 18 to civil and criminal penalties.

The foregoing provisions of the statute in effect impose a license not merely on one or another activity of labor unions but on the entire "functioning" of such organizations. There can be no dispute that the filing requirement is substantially the equivalent of a licensing requirement. The organization and its members are compelled to comply with certain formal requirements. If they do not they are not at liberty to carry on the forbidden activities. The Court has held that a requirement to file certain documents is equivalent to a licensing requirement. In *International Textbook Company v. Pigg*, 217 U. S. 91, the Court was faced with a requirement imposed by the State of Kansas on certain types of corporations as a prerequisite to doing business in the State. The Court thus described the nature of the requirement:

"In the first place; it is made a condition precedent to the authority of a corporation of another State, except banking, insurance, and railroad associations, to do business in Kansas that it shall prepare, deliver and file with the Secretary of State a detailed statement, showing the amount of the authorized, paid-up par and market value of its capital stock, its assets and liabilities, a list of its stockholders, with their respective postoffice addresses and the shares held and paid for by each, and the names and postoffice addresses of the officers, trustees, or directors and managers." (page 108)

Analyzing this requirement, the Court concluded that it was in effect a licensing requirement:

"It is true that the statute does not, in terms, require the corporation of another State engaged in interstate commerce to take out what is technically a 'license' to transact its business in Kansas. But it denies all authority to do business in Kansas unless the corporation makes, delivers and files a 'statement' of the kind mentioned in Section 1283. The effect of such requirement is practically the same as if a formal license was required as a condition precedent to the right to do such business. In either case it imposes a condition upon a corporation of another State seeking to do business in Kansas, which, in the case of interstate business, is a regulation of interstate commerce and directly burdens such commerce."

See also *Crutch v. Kentucky*, 141 U. S. 47.

The provisions of the Alabama statute above cited are even more vulnerable to constitutional attack than the requirement in the *International Textbook Company* case for the reason that the Alabama statute is even far more sweeping in its prohibition. The Alabama statute imposes its requirements upon *every* labor organization desiring to operate in the State, and compels filing before any such labor organization can operate. The conduct which is made unlawful, except in compliance with the filing requirement, is not merely one or two or several defined activities in connection with the operation of a labor organization. The conduct which is rendered unlawful except after compliance through filing is the entire "functioning" of the labor organization. This would include the holding of meetings, the solicitation of members, the attempt to present requests and views and thoughts to employers and otherwise engage in collective bargaining, the dissemination of pamphlets, handbills, newspapers to members, the carrying on of educational activity, striking, picketing, or boycotting, in connection with labor disputes. The inclusive scope of the activities subjected to restraint is made clear by the decision of the Alabama Supreme Court in No. 588, holding that the statutory prohibition extends to all activity by a labor organization "for the promotion of the interests of its members." Moreover the criminal penalties may not be viewed as restraint consistent with continued functioning. The law of Alabama is clear that the failure to comply with a statute imposing such penalties will furnish the basis for an injunction. *State v. Bynum*, 243 Ala. 138, 9 So. (2d) 134; *Try-Me Bottling Co. v. State*, 235 Ala. 207, 178 So. 231; *State v. Ellis*, 201 Ala. 295, 78 So. 71. See also, *United States v. American Bond & Mortgage Co.*, 31 Fed. 448 (N.D. Ill.), *aff'd*, 52 F. (2d) 318 (C.C.A. 7).*

The attitude of this Court with respect to state attempts to impose pre-conditions to the exercise of basic constitutional rights is expressed in *Lovell v. City of Griffin*, 303 U. S. 444.

*The Florida statute now before the Court in No. 811 similarly prohibits labor organizations from "operating" and "functioning" in the state unless they have complied with the requirements of Section 6 of that statute. And the Supreme Court of Florida upheld an injunction which prohibited a labor organization "from functioning and operating as a labor organization" until it complied with the statutory requirements.

where the Court passed upon a city ordinance which prohibited distribution of leaflets and other literature except after securing the written permission of the city authorities. The Court there concluded:

"We think that the ordinance is invalid on its face. Whatever the motive which induced its adoption, its character is such that it strikes at the very foundation of the freedom of the press by subjecting it to license and censorship. The struggle for the freedom of the press was primarily directed against the power of the licensor. It was against that power that John Milton directed his assault by his 'Appeal for the Liberty of Unlicensed Printing'. And the liberty of the press became initially a right to publish 'without a license what formerly could be published only with one'. While this freedom from previous restraint upon publication cannot be regarded as exhausting the guaranty of liberty, the prevention of that restraint was a leading purpose in the adoption of the constitutional provision. See *Patterson v. Colorado*, 205 U. S. 454, 462, 27 S. Ct. 556, 51 L. Ed. 879, 10 Ann. Cas. 689; *Near v. Minnesota*, 283 U. S. 697, 713-716, 51 S. Ct. 625, 630, 75 L. Ed. 1357; *Grosjean v. American Press Company*, 297 U. S. 233, 245, 246, 56 S. Ct. 444, 447, 80 L. Ed. 660."

The Court indeed has regularly frowned on any efforts to impose burdens of this type, however nominal in appearance, upon the exercise of the basic rights guaranteed in the Bill of Rights. As Mr. Justice Roberts has pointed out, writing for the Court in *Schneider v. New Jersey*, 308 U. S. 147:

"This court has characterized the freedom of speech and that of the press as fundamental personal rights and liberties. The phrase is not an empty one and was not lightly used. It reflects the belief of the framers of the Constitution that exercise of the rights lies at the foundation of free government of free men. It stresses, as do many opinions of this court, the importance of preventing the restriction of enjoyment of these liberties.

"In every case, therefore, where legislative abridgment of the rights is asserted, the courts should be astute to examine the effect of the challenged legislation. Mere legislative preferences or beliefs respecting matters of public convenience may well support regulation directed at other personal activities but be insufficient to justify such as diminishes the exercise of rights so vital to the maintenance of democratic institutions. And so, as cases arise,

the delicate and difficult task falls upon the courts to weigh the circumstances and to appraise the substantiality of the reasons advanced in support of the regulation of the free enjoyment of the rights."

See also *Murdock v. Pennsylvania*, 319 U. S. 105.

The assertion of the power to grant a license implies the assertion of the power to withhold it. If the State may insist that the rights of free speech, press and assembly may be exercised only on terms dictated by the State, it may insist on prohibiting the enjoyment of those rights altogether. The degree of burden is not the determining factor; it is the power which is asserted that is non-existent. *Grosjean v. American Press Company*, 297 U. S. 233, at 250.

In evaluating the limits of permissible State action with respect to the guarantees of the Bill of Rights, it is important to note the very significant distinction which the Court has made clear in a recent decision. This is the distinction between legislation which infringes upon the important freedoms of speech, press, assembly and worship as distinguished from legislation which infringes upon rights of a nature less basic to our democratic structure. In *West Virginia v. Barnette*, 319 U. S. 624, the Court stated:

"In weighing arguments of the parties it is important to distinguish between the due process clause of the Fourteenth Amendment as an instrument for transmitting the principles of the First Amendment and those cases in which it is applied for its own sake. The test of legislation which collides with the Fourteenth Amendment, because it also collides with the principles of the First, is much more definite than the test when only the Fourteenth is involved. Much of the vagueness of the due process clause disappears when the specific prohibitions of the First become its standard. The right of a state to regulate, for example, a public utility may well include, so far as the due process test is concerned, power to impose all of the restrictions which a legislature may have a 'rational basis' for adopting. But freedoms of speech and of press, of assembly, and of worship may not be infringed on such slender grounds. They are susceptible of restriction only to prevent grave and immediate danger to interests which the state may lawfully protect."

In this light, the Alabama statute requiring labor unions to file their constitutions and by-laws before they may func-

tion in the state is fatally in conflict with the constitutional guarantees of freedom of speech, press and assembly. This conclusion is inescapable once it is recognized that these rights are and remain basic constitutional rights whether exercised by and through labor organizations or otherwise. Indeed, it is through labor organizations that American working men and women practice the democracy and exercise the rights protected by the Bill of Rights.

This is not intended to suggest that labor unions are above or beyond the law. Members of labor organizations as well as the organizations themselves are subject to all of the police powers of the state. But a state may not take the view that organization into labor unions is a privilege which the state may grant or withhold or condition in any manner that it pleases. It may not place a ban upon the exercise of freedom of speech, press and assembly through labor organizations by forbidding such labor organizations to function until they have complied with the statutory filing requirements except where such ban is essential "to prevent grave and immediate danger to interests which the state may lawfully protect." *West Virginia v. Barnette, supra*. In contrast to the sweeping sanctions which the statute visits upon labor organizations are those adopted by the Federal Government with respect to the filing of financial reports pursuant to the provisions of the Revenue Act of 1943, Title I, Sec. 117a, 58 Stat. 36, 26 U. S. C., sec. 54(f). Unlike the Alabama statute, the Federal Act leaves organizations which fail to file the required returns free to function. It simply imposes a penalty upon those individuals responsible for failing to file a return. Internal Revenue Code, 53 Stat. 28, 26 U. S. C., Sec. 54(a), (b), (d) and 53 Stat. 62, 26 U. S. C., Sec. 145.

POINT II

SECTION 16 PROHIBITING ADMINISTRATIVE, PROFESSIONAL AND SUPERVISORY EMPLOYEES FROM JOINING ORGANIZATIONS WITH THEIR FELLOW EMPLOYEES IS A DENIAL OF THE CONSTITUTIONAL RIGHTS OF THESE GROUPS AS WELL AS OF THEIR FELLOW UNION MEMBERS.

Section 16 reads in part as follows:

"It shall be unlawful for any executive, administrative, professional or supervisory employee to be a member in,

or to be accepted for membership by, any labor organization, the constitution and by-laws of which permit membership to employees other than those in executive, administrative, professional or supervisory capacities; or which is affiliated with any labor organization which permits memberships to employees other than those in an administrative, professional, or supervisory capacity."

Under the terms of this section it is thus made criminal, for example, for an engineer or a chemist employed in an industrial concern to join a labor organization together with the other production employees. It is thus made a crime for him to undertake to advance his own welfare and viewpoint by utilizing a large and strong organization of his fellow employees as a means of expressing and protecting himself. By virtue of the same criminal prohibition his fellow employees are denied the opportunity to join the engineer or the chemist in pooling their economic resources, in utilizing their common views and abilities for the formulation and dissemination of their ideas and for their mutual protection.

What has already been said with respect to the constitutionally protected aspects of the functioning of labor organizations applies fully to the prohibition here under consideration. By removing from the area of possible choice by executive, administrative, professional or supervisory employees of petitioner labor organizations the state has improperly denied petitioner labor organizations the right to engage with others in constitutionally protected activities.

It is patent that, without any warrant in the facts, the State of Alabama has unconstitutionally chosen to place an absolute prohibition on the right of both groups to enjoy together and separately the rights of free speech, press and assembly. There is nothing in the record which shows that a clear and present danger has existed in the past or may arise in the future from the joint assemblage of administrative, executive and supervisory employees with other workers.

The effect and the purpose of this section is apparent. It is to weaken the bargaining power of a union by limiting the scope of its membership. In doing so it prevents the exchange of opinion through the medium of the exercise of the rights of free speech, press and assembly by and between the two groups. *Thomas v. Collins*, No. 14, this Term.

POINT III

SECTIONS 7 AND 16 IMPROPERLY BURDEN INTERSTATE COMMERCE AND CONFLICT WITH THE NATIONAL LABOR RELATIONS ACT AND ARE THEREFORE INVALID BECAUSE THEY VIOLATE ARTICLE VI OF THE UNITED STATES CONSTITUTION.

A. Sections 7 and 16 Burden Interstate Commerce

Section 7 of the Bradford Act conditions the functioning of labor organizations upon a licensing requirement, but petitioner labor organizations are interstate entities and indeed must operate on an interstate basis to perform their functions effectively (R. 76, 77, 78, 80). Because of the interstate spread of modern industry and the scope of modern employer associations, union organization is characteristically and necessarily an interstate matter. There is and must be a constant interchange of information and advice between local unions and their internationals. Not only is policy formed on a national level but actual bargaining has a national rather than a local theatre (R. 76, 78, 80, 82, 84, 87-88, 109, 111, 115-116, 117, 143, 144, 144-145, 172-173, 215). The need to survive under modern industrial conditions has forced labor organizations to function on a national basis. The relationship between the national organization and the local unit is maintained through the use of extensive communications and the creation of intermediate bodies to translate policy. To the extent that Section 7 licenses the local functioning of petitioners, it improperly burdens interstate commerce and is plainly condemned by *International Textbook Co. v. Pigg*, 217 U. S. 106.

Moreover, under the conditions created by modern industry collective bargaining is not a matter admitting of diversity of treatment according to the special requirements of local conditions. Cf. *Thornhill v. Alabama*, 310 U. S. 88. Petitioners' members manufacture and process goods which have an interstate market and petitioners' collective dealings are with employers who are engaged in interstate commerce (R.

82, 82-83, 115-116, 143, 146-147, 191, 215, 9-10, 39, 40). Section 16 of the Bradford Act, which denies administrative, executive, professional and supervisory employees representation through unions of production workers would destroy bargaining patterns which are national in scope. The stability which uniformity in bargaining terms necessarily produces would be threatened, and the interstate activities not only of unions but of the employers with whom they bargain would be subject to disruption, if local regulations of the type here involved were permitted to stand. The record shows (R. 77, 79, 82, 83, 87, 9-10, 39-40) that petitioner labor organizations in their bargaining relationships lay down terms and conditions of employment for broad interstate areas. But contracts which such bargaining produces would be denied local effect in those circumstances in which petitioners or their members failed to comply with Sections 7 and 16.

This balkanization of the bargaining process would seem to be condemned by the commerce clause. Congress has expressly stated in the National Labor Relations Act that the promotion of collective bargaining and of self-organization is a federal concern. This Court, in *N.L.R.B. v. Hearst Publications*, 322 U. S. 111, 123, has stated with respect to that Act:

"Both the terms and the purposes of the statute, as well as the legislative history, show that Congress had in mind no such patch-work plan for securing freedom of employees' organizations and of collective bargaining. The Wagner Act is federal legislation, administered by a national agency, intended to solve a national problem on a national scale." Cf., e.g., Sen. Rept. No. 573, 74th Cong., 1st Sess., pp. 2-4.

See also, *Federal Trade Commission v. Bunte Bros.*, 312 U. S. 349.

B. Sections 7 and 16 May Not Coexist With the National Labor Relations Act

In the National Labor Relations Act the federal government has declared a public policy and program with respect to labor relations for the purpose, as expressly stated in the statute itself, of preventing obstructions to interstate com-

merce. The Act therefore sets up a uniform foundation and structure upon which collective bargaining institutions and practices throughout the nation may be erected.

Section 7 of the Bradford Act, on the other hand, undertakes to impose in the State of Alabama restrictions and conditions which will have not merely the effect of creating interstate differences in a field of action in which the federal government has sought uniformity, but actually of preventing the effectuation of the federal statute in the State of Alabama.

The National Labor Relations Act states a basic right of employees:

"Employees shall have the right to self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activity, for the purpose of collective bargaining or other mutual aid or protection."
(Section 7, National Labor Relations Act)

Even more significantly Section 9 of the National Labor Relations Act establishes a procedure whereby official certification is issued by the United States Government indicating the representative which employees in a unit have designated to represent them. Thereafter, by virtue of Section 8(5), the employer has a statutory obligation to negotiate with that representative. In short, the policy and program of the National Labor Relations Act is the promotion of collective bargaining relationships so that by mutual discussions employers and the representatives of their employees may reach common agreement.

Section 7, however, declares that despite any federal policy and despite the federal statute a labor organization, even though the duly designated representative of the employees, may not operate in that capacity except on compliance with certain preconditions. In effect the state statute purports to permit the operation of the federal statute only on terms dictated by the state. Such an attempt is clearly invalid. It is invalid on two separate grounds: (1) even if there were no conflict between the statutes there is an attempt by the state to enter a sphere in which Congress has taken action and pre-empted the field as a field in which federal policy should be

operative, and (2) whether or not Congress has preempted the field certainly the state may not take action in this field in a manner inconsistent with and obstructive of the federal statute.

The constitutionality of the Federal Act is no longer open to challenge. It is a valid exercise of Congressional power over interstate commerce. *N. L. R. B. v. Jones and Laughlin Steel Corporation, supra*. It is established that the exercise of the federal power to protect interstate commerce in a specific way over a subject requiring national protection excludes any state action whether it be conflict or complementary. An explicit declaration of exclusive authority is not necessary. *Gilvory v. Cuyahoga Valley Railway Company*, 292 U. S. 57. In the case of the National Labor Relations Act, Congress specifically gave exclusive jurisdiction to its agency, the National Labor Relations Board. Section 10(a) of the National Labor Relations Act reads as follows:

"The Board is empowered, as hereinafter provided, to prevent any person from engaging in any unfair labor practice (listed in Section 8) affecting commerce. This power shall be exclusive, and shall not be affected by any other means of adjustment or prevention that has been or may be established by agreement, code, law or otherwise."

In many decisions, Congressional protection of interstate commerce has resulted in the suspension of State legislation governing the same subject.

In *Erie Railroad Company v. People of the State of New York*, 233 U. S. 671, an action was brought for a penalty for alleged violations of a State law regulating employees' hours of labor. The defendant's answer alleged that it was engaged in interstate commerce and that the Federal Hours of Service Act applied and was exclusive, and that therefore the State Act was unconstitutional. The defendant was convicted. On appeal the Court held that Congress had preempted the field of hours of service of employees of railroads engaged in interstate commerce and reversed the decision of the State Court. The Court stated, in its decision:

"Indeed, when Congress acts in such a way as to manifest its power to exercise its constitutional authority, the regulating power of the State ceases to exist." (p. 681)

In *Napier v. Atlantic Coast Line Railroad Company*, 272 U. S. 605, an appeal was taken from a judgment enjoining the operation of a statute requiring automatic doors for locomotive fire-boxes. The railroad contended that the Federal Boiler Inspection Act and Safety Appliances Act occupied the field of regulation of railroad equipment used in interstate commerce, so far as to preclude State legislation on that subject. The Court held the State law unconstitutional because federal legislation governed the same subject. The Court held that the fact that the Interstate Commerce Commission had not seen fit, in exercising its authority, to impose the same kind of regulations had no bearing on the conclusion that the Federal Acts had fully occupied the field, thus precluding States legislation. The Court, through Mr. Justice Brandeis, said:

"The Federal and the State statutes are directed to the same subject—the equipment of locomotives. They operate on the same object. It is suggested that the power delegated to the Commission has been exerted only in respect to minor changes or additions but this, if true, is not of legal significance. It is also urged that, even if the Commission has power to prescribe an automatic firebox door and a cab curtain, it has not done so; and that it has made no other requirement inconsistent with the State legislation. This also, if true, is without legal significance. The fact that the Commission has not seen fit to exercise its authority to the fullest extent conferred, has no bearing upon the construction of the Act delegating the power. We hold that State legislation is precluded, because the Boiler Act as we construe it, was intended to occupy the field. The broad scope of the authority conferred upon the Commission leads to that conclusion. Because the standard set by the Commission must prevail, requirements by the States are precluded, however commendable or however different their purpose. . . . If the protection now offered by the Commission rules is deemed inadequate, application for relief must be made to it. The Commission's power is ample." (p. 612)

See also to the same effect, *Northern Pacific Railroad Company v. State of Washington*, 212 U. S. 370; *Southern Railway Company v. Reid*, 222 U. S. 424; *Pennsylvania Railroad Company v. Public Service Commission*, 250 U. S. 566; *Charleston and Western Carolina Railway Company v. Varnville Furniture Company*, 237 U. S. 597; *Minnesota Rate Case*, 230 U. S.

352; and the *Second Employers' Liability* cases, 223 U. S. 1

In fact the Court has spoken specifically with respect to the operation of the National Labor Relations Act.

In *Consolidated Edison Company v. N. L. R. B.*, 305 U. S. 197, this Court, while holding that the validity of a New York State Act was not before it, stated:

"In seeking to avoid a clash with Federal authorities, the State Act is made applicable 'to the employees of any employer who consents to and agrees with the employer that such employees are subject to and protected by provisions of the National Labor Relations Act or the Federal Railway Act'. It is manifest that the enactment of this State law could not over-ride the constitutional authority of the Federal Government, the State could not add to or detract from that authority." (p. 223)

Particularly in the field of collective bargaining and labor relations insofar as interstate commerce is concerned is the necessity for uniform federal legislation apparent. Compare *Hines v. Davidowitz*, 312 U. S. 52.

The National Labor Relations Act is only a part of a whole legislative program that includes as well such safeguards of collective bargaining as the Norris-LaGuardia Anti-Injunction Act, the Wages and Hours Law, and the Walsh-Healey Act. See *Apex Hosiery Company v. Leader*, 310 U. S. 469. If states are permitted to set up preconditions to the enjoyment of the rights intended to be conferred by the National Labor Relations Act, uniform administration and control of labor relations affecting interstate commerce will soon become a fiction.

It is by no means urged here that a state may in no event legislate with respect to employment relations where employees are employed in intra-state commerce. It is recognized, of course, that the state is fully empowered to legislate to protect peace, morals, health, good will, and general welfare, objectives embraced within the police powers of the state. What is denied here is the power of a state to establish a previous general restraint upon the rights of employees to enjoy the rights conferred by the National Labor Relations Act where the restraint, as here, is not imposed as a legitimate exercise of the state's police powers. The State of Alabama is fully empowered to punish by proper civil or criminal meas-

ures breaches of peace, disorder or acts of force or violence. It can send strikers to jail for disorderly conduct, unlawful assembly or riot, but it may not establish preconditions to the exercise of the rights of workers to collective bargaining conferred by the Federal Government where such preconditions are neither connected with nor related to the attainment of proper objectives of police power. In two instances, the Court has upheld orders of a state board affecting employees engaged in interstate commerce where the orders were issued under an act (The Wisconsin Peace Act) the scope of which was not limited to intra-state commerce. *Hotel and Restaurant Employees et al. v. Wisconsin Employment Relations Board, et al.*, 315 U. S. 437; *Allen-Bradley, Local Union No. 1111, et al. v. Wisconsin Employment Relations Board, et al.*, 315 U. S. 740. But in both of these cases, the Court confined its approval to an administrative order prohibiting violence in connection with picketing. Thus, in a subsequent case, *Carpenters and Joiners Union et al. v. Ritter's Cafe*, 315 U. S. 722, Mr. Justice Reed referred to the *Hotel and Restaurant Employees* case and said:

"In the latter case [the *Hotel and Restaurant* case], the order approved forbids only violence and 'permits peaceful picketing'."

In the *Allen-Bradley* case, *supra*, after the Court upheld the order of the state board which forbade violence, the Court said:

"If the order of the State Board affected the status of the employees or if it caused a forfeiture of collective bargaining rights, a distinctly different question would arise."

As we have previously pointed out, the failure of a union to meet the filing requirements of Section 7, would, if the Alabama statute is given effect, work a forfeiture of collective bargaining rights.

In fact, the Alabama law if given effect conflicts sharply with almost every other aspect of the National Labor Relations Act. The national Act defines certain unfair labor practices (Section 8) such as interference with the right of employees to join labor organizations of their own choosing, domination or interference with the administration of a labor organization,

discriminatory discharge or other discrimination on the basis of union membership. An employer may specifically be expected to assert that insofar as a union is barred from operating in the State of Alabama by virtue of the failure to comply with the conditions that the State has placed on the union's operation, he is freed from the restrictions of the national Act with respect to the rights of members of those organizations. The result would be in these aspects of the national Act as well as in the collective bargaining aspect discussed earlier that the state statute would be utilized or would operate to defeat the policy and rights provided in the federal Act.

The state has no power to interfere with the intention of Congress in this way. Apparently, recognizing this limitation upon the state's powers, the Alabama legislature expressly excluded from the necessity to comply with the filing requirement "any labor organization or labor union the members of which are subject to the Act of Congress known as the Railway Labor Act." It is submitted that the failure of the Alabama legislature to extend that exclusion to all labor organizations whose members come within the jurisdiction of the National Labor Relations Act constitutes a fatal defect since, for the reasons set forth above, the filing requirement conflicts with the National Labor Relations Act and thus renders Section 7 of the Alabama statute unconstitutional under Article VI of the Constitution of the United States.

The provisions of Section 16 of the Alabama Act are likewise inconsistent with the National Labor Relations Act. The very heart of the National Labor Relations Act is the proclaimed right of employees "to self-organization, to form, join or assist labor organizations" (Section 7). The Federal Act reflects on its face an intention to spread the scope of the enjoyment of the right as broadly as possible for "employee" is defined to include "any employee." Section 2(3) of the National Labor Relations Act; *National Labor Relations Board v. Hearst Publications*, 322 U. S. 111. It is clear that the occupational groups singled out by Section 16 and quarantined by that section are composed of "employees" within the meaning of the National Labor Relations Act. See, for example, *National Labor Relations Board v. Skinner and Kennedy Stationery Company*, 113 F. (2d) 667, 670-671 (C.C.A. 8). The National Labor Relations Board has created a wealth

of administrative experience in connection with the problems of these groups of employees and has effectively adjusted their bargaining rights into the bargaining structure of production and maintenance employees in determining units appropriate for collective bargaining under Section 9 of the National Labor Relations Act. At one stroke the Alabama statute undoes that administrative development in the State of Alabama and creates an exemption to the National Labor Relations Act. But Congress has not been willing so to amend the Act. Congressman Smith of Virginia on February 25, 1943, introduced a bill to amend the National Labor Relations Act by excluding from a definition of employee in Section 2(3) of the Act "any individual engaged in a bona fide executive, administrative, professional or supervisory capacity." H.R. 196, 78th Cong., 1st Sess. The bill was referred to the Committee on Labor, 89 Cong. Rec. 1353, and was never reported to the House.

A recent work, McIver, Wagner and McGirr, *Technologists Stake in the Wagner Act* (1944) aptly characterizes the effect of Section 16. In discussing this section the authors state (at page 29):

"Alabama in 1943, disregarding the scope of the National Labor Relations Act, especially as regards its complete coverage of cases 'affecting commerce', and also the Board's wide and final discretion in determining appropriate units, which includes the right to define 'professional workers' and its right to certify representatives, passed a law which includes this significant provision [quoting Section 16].

"This procedure amounts to a 'nullification' of a Federal statute—an issue which closed back in the days of John C. Calhoun. It attempts to amend the Wagner Act for the State of Alabama excluding from the jurisdiction of the National Labor Relations Board workers most clearly brought within its scope of authority by the Act."

It is anticipated that the State may contend that as to supervisory employees the statute coincides with the policy of the National Labor Relations Board enunciated in *Matter of Maryland Drydock Company*, 49 N.L.R.B. 733. Even if this claim were valid it would not save the statute for "coincidence is as effective as opposition, and a state law is not to be declared a help because it attempts to go further than Congress has seen

fit to go." *Charleston & Western Ry Co. v. Varnville Co.*, 237 U. S. 597, 604.

Moreover this claim is entirely baseless. The National Labor Relations Board recognizes that employees are entitled to the benefits of the Act and the *Maryland Drydock* case itself contains a recognition that supervisors in certain trades are free to form bargaining units. Similarly, the Board recognizes that all supervisors are entitled to protection against discriminatory discharge. *Matter of Soss Manufacturing Co.*, 56 N.L.R.B. 348. Finally, it is apparent not only from the face of the *Maryland Drydock* decision but from more recent hearings of the Board in connection with the bargaining rights of supervisors that the existing Board doctrine with respect to those bargaining rights is tentative. The Board recognizes the fact that with the maturity of bargaining relations in American industry supervisors will be assimilated into the bargaining process. The Alabama statute freezes a temporary expedient into a permanent mold and improperly prevents the application of developing administrative doctrine to supervisory employees in Alabama.

CONCLUSION

Under the conditions of present-day industry labor relations have become a federal subject matter, national in scope. In matters such as these "in which the Nation as a whole is interested . . . there are weighty reasons why the controlling law should be uniform and not changed in every state line." *New York Central RR Co. v. Winfield*, 244 U. S. 147, 148-149; *National Labor Relations Board v. Hearst Publications*, 322 U. S. 111, 123, 125. Congress has recognized that this is a national problem, "national in scope" (the *Hearst* case, 322 U. S. at 123, 125) and has vested "exclusive" jurisdiction over this problem in a federal agency. Section 10(a) of the Act. The "intrusion of another authority" (*Cloverleaf Butter Company v. Patterson*, 315 U. S. 148, 169) neutralizes and defeats the intention of Congress to provide an exclusive forum in this field. Whatever may be the scope of the state's powers we do not think that a state may properly limit the extent or the effectiveness of the rights expressly granted by Congress as the State of Alabama has done in the Bradford Act.

POINT IV**SECTION 7 DENIES TO PETITIONERS THE EQUAL PROTECTION OF LAW GUARANTEED BY SECTION 1 OF THE FOURTEENTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES.**

The filing requirements of the Alabama statute discriminate unfairly against some labor organizations and constitute class legislation obnoxious to the constitutional guarantee of equal protection of the law contained in Section 1 of the Fourteenth Amendment of the Constitution of the United States.

In the first place, as has been noted above, not all labor organizations are required to comply with this requirement. Excluded from the operation of the statute by definition are labor organizations, the members of which are subject to the Railway Labor Act (Section 2a, Alabama statute). It is well established that a statute may not discriminate for or against persons or groups of persons similarly situated unless a reasonable basis exists for the distinction in treatment. It is not enough that there be some difference between the persons or groups, the difference must justify the distinction in treatment under the statute.

With respect to the filing requirements, it is submitted that no difference exists which justifies the exclusion of unions whose members are subject to the Railway Labor Act while requiring unions having members employed by employers subject to the National Labor Relations Act to comply. Neither the Railway Labor Act nor the National Labor Relations Act relates in any way or in any respect to the internal organization of labor organizations as manifested by their constitutions and by-laws. Both Acts protect the right of employees to bargain collectively through representatives of their own choosing; both Acts condemn any interference with the rights of employees to bargain collectively and take such concerted action as they deem necessary to protect their bargaining rights or other mutual interests. The Railway Labor Act goes farther than the National Labor Relations Act in that it provides mediation and arbitration of disputes. With this exception, however, the Acts have the same general purpose, as is evidenced by the fact that Congress excluded from the opera-

tions of the National Labor Relations Act employers governed by the Railway Labor Act (Section 2, Subdivision 2, National Labor Relations Act). The distinction, therefore, made by the Alabama statute between labor organizations which come under the jurisdiction of the Railway Labor Act and those whose members come within the jurisdiction of the National Labor Relations Act is arbitrary and capricious, and no justification for the distinction can be found in any of the differences which exist between the two federal Acts.

Further, and equally objectionable, is the distinction made by the Alabama statute between labor organizations, which are required to file their constitutions and by-laws, and employers associations which are not. It is well known that employers' associations are playing a role of ever-increasing importance in industrial labor relations. Indeed, in conditions of modern industry, employees who seek to organize and to bargain with their employer find more often than not that they are confronted and have to deal with the combined power of all employers engaged in the same and related industries organized in an employers' association. It is certain that employers' associations are today no less involved in labor industrial relations on the employer's side than labor organizations are involved on the side of employees. To require labor organizations to comply with the filing requirements contained in Section 7 before they can function in behalf of employees while leaving employers' associations free to carry on their activities on behalf of employers without meeting such requirements is a clearly discriminatory differentiation in the treatment of groups similarly situated in respect of the subject matter dealt with by the statute and violates the constitutional guarantee of equal protection of the law. *Hartford Company v. Harrison*, 301 U. S. 459, *Bethlehem Motors Company v. Flint*, 256 U. S. 421; *Connolly v. Union Sewer Pipe Company*, 184 U. S. 450.

There are, of course, differences between employers' associations and labor organizations, but these differences do not afford a basis for distinction in treatment under the statute. Indeed, reliance upon these differences to justify the distinction made by the statute would constitute nothing less than an attempt to justify class legislation. As was stated by the

Supreme Court in *Frost v. Corporation Commission*, 278 U. S. 515:

"* * * Mere difference is not enough; the attempted classification must always rest upon some difference which bears a reasonable and just relation to the act with respect to which the classification is proposed, and can never be made arbitrarily and without such 'basis'. *Gulf Coal and Santa Fe Railway v. Ellis*, 165 U. S. 150, 161 * * *." (At pp. 522, 523)

It should be noted also that no other type of non-profit, voluntary, unincorporated association is required to comply with Section 7 of the Alabama statute. The statute represents a singling out of labor organizations for the imposition of special requirements at variance with the constitutional guarantee of equal protection of the law.

POINT V

THE RECORD PRESENTS SEVERAL CASES OR CONTROVERSIES, INVOLVING THE FEDERAL ISSUES RAISED HEREIN, WITHIN THE MEANING OF ARTICLE III, SECTION 2, OF THE FEDERAL CONSTITUTION.

This Court requested counsel "to discuss in their briefs and on oral argument the question whether the record presents one or more cases or controversies within the meaning of Article III, Section 2, of the Constitution, and to state the precise facts giving rise to and the issues involved in each such case or controversy, if any."

As stated above (*supra*, p. 5) this case was brought by petitioners under the Alabama Uniform Declaratory Judgments Act (Title VII, Sections 156-168; Alabama Code of 1940) * to secure a judicial declaration that Sections 7 and

* The pertinent provisions of the Alabama Declaratory Judgments Act read as follows:

"156. Scope. Courts of record within their respective jurisdictions shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed. No action or proceeding shall be open to objection on the ground that a declaratory judgment or decree is prayed for. The declaration may be either affirmative or negative in form and effect; and such declarations shall have the force and effect of a final judgment or decree."

"157. Power to construe, etc. Any person interested under a deed, will, written contract, or other writings constituting a contract, or whose rights, status or other legal relations are affected by a

16, among others, were, as threatened to be applied to petitioners, unconstitutional and to restrain enforcement thereof. In the Circuit Court for the Tenth Judicial Circuit of Alabama, the demurrer of the defendants resting in part upon the ground that certain of petitioners lacked capacity to maintain the suit and that no controversy existed (R. 27, 29) was overruled (R. 34) and both the Circuit Court and the Supreme Court handed down declaratory judgments (R. 201, 220).

Petitioner Congress of Industrial Organizations has 60,000 members in Alabama and 32,000 members in Jefferson County (R. 2, 34-35, 142). Petitioner Alabama State Industrial Union Council is an intermediate body composed of voluntary associations functioning in Jefferson County, Alabama; petitioner Carey Haigler is secretary of said Alabama State Industrial Union Council and a resident of Jefferson County, Alabama (R. 141-142, 151-152, 3, 35). Petitioner United Steelworkers of America has 18,000 members in Jefferson County, Alabama (R. 3, 35); petitioner Local 1015 of the United Steelworkers of America has many members who are residents of Alabama, functions in Jefferson County, Alabama, and is a certified union under Section 9 of the National Labor Relations Act (R. 6, 36, 146, 146-147). Petitioner International Union of Mine, Mill and Smelter Workers is a labor organization which functions in many states and has 14,000 members in Jefferson County who are residents of Alabama (R. 144-145). Petitioner Textile Workers of America functions and has members in Alabama (R. 145-146). Petitioner Local Union 2382 of the United Steelworkers of America has numbers of members in Jefferson County and has been certified under Section 9 of the National Labor Relations Act (R. 6, 36, 148-149), and petitioner Local 2971 of the United Steelworkers of America has a substantial membership in Jefferson County, Alabama (R. 6, 36, 147). The individual petitioners are all officers of petitioner labor organizations (R. 147, 148, 149, 173, 2, 34-35, 3, 35).

statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract, or franchise and obtain a declaration of rights, status, or other legal relations thereunder." "161. When refusal proper. The court may refuse to render or enter a declaratory judgment or decree where such judgment or decree, if rendered or entered, would not terminate the uncertainty or controversy giving rise to the proceeding."

All necessary elements are present for the Court to determine the constitutionality of the provisions of the Alabama Act here challenged. Petitioners are directly and adversely affected by the Act and the respondents are charged with its enforcement. The Act, if permitted to stand will result in the infringement of petitioners' constitutional rights. In no sense can it be said that a judgment determining the constitutionality of the Act would be advisory in nature. On the contrary, such a judgment would be determinative of valuable legal rights asserted by petitioners which are threatened with imminent invasion by the respondents under the color and authority of the Act. The relief sought is a definitive adjudication of the disputed constitutional right of petitioners to be free from the prohibitions and regulations set forth in the Act; Characteristic activities of petitioner labor organizations, necessary to their every-day functioning, are proscribed by a statute which the State is preparing to enforce (R. 161-162, 16, 47, 177-190).

A justiciable controversy clearly exists between petitioner labor organizations and respondents with respect to the requirements of the statute in question (R. 18, 48-49). Thus, petitioner labor organizations were faced with the question of whether to file their constitutions and by-laws within sixty days of the passage of the act as required by Section 7. They are faced within the question of whether to file the annual financial reports as required by Section 7 of the statute. Petitioner labor organizations believe that the requirements are unconstitutional as infringements upon their constitutional rights. Respondents are charged with the duty of enforcing the law (R. 15, 46). Failure of petitioner labor organizations to comply will subject them to the civil and criminal penalties provided by Section 18 of the statute. But even if petitioners are not immediately prosecuted under the Act, their failure to comply will subject them to very serious handicaps in carrying out their functions. Employers will undoubtedly refuse to deal with them further, their own members will undoubtedly cease to be active and may even give up their membership for fear of incurring penalties and the petitioner unions will unquestionably find it difficult if not impossible to collect dues and assessments. In short, petitioner labor organizations run the risk of destruction by refusing to comply

with Section 7 of the statute on the ground that it invades their constitutional prerogatives.

The same is true of Section 16 of the statute, making it unlawful for any executive, administrative, professional or supervisory employee to be a member in or be accepted for membership by any labor organization. Petitioner labor organizations admit such groups of employees to membership (R. 123-124, 213, at pp. 4-5, 216, 218 at pp. 4-5; R. 14, 44) and believe that this statutory prohibition is an illegal invasion of their constitutional rights. Respondents are charged with the enforcement of the law. Violation of the prohibition carries with it civil and criminal penalties. But here again even if petitioners are not immediately prosecuted, the very existence of the statutory prohibition interferes with the normal functioning of petitioner labor organizations in that it puts a stop to their efforts to recruit certain employees. The object of all labor organizations is to secure the membership of all persons who are eligible under their constitutions and by-laws to join. The question of who is supervisory and who is not is so vague that many persons will refuse to join labor organizations for fear that they might be regarded as supervisory or administrative employees. If in fact this prohibition is unconstitutional, the damage thus suffered by labor organizations is not only wholly unnecessary but if it is permitted to continue may prove to be irremediable. A decisive check upon the organizational activities of a labor organization is difficult to overcome.

The conflicts presented must certainly be seen to be not merely theoretical nor academic. The existence of the statute itself constitutes an ever-present impending threat to the exercise of basic constitutional rights of petitioners and their members (R. 132-133, 150). It is clear that labor organizations cannot wait until prosecutions are instituted under the statute to have its constitutionality determined. The statute itself, whether enforced or not, is a grave threat to the proper functioning of labor organizations. No essential element is lacking for the Court to decide the issues presented by the statute which would be supplied by awaiting particular instances of infraction. The statute creates a controversy as sharp and as clear in all its essential elements as though there were now before the Court a situation in which petitioners were being pros-

ecuted for violation of provisions of the statute. There is here present "a concrete case admitting of an immediate and definitive determination of the legal rights of the parties in an adversary proceeding upon the facts alleged;" * * * "the dispute relates to legal rights and obligations;" * * * "the dispute is definitive and concrete, not hypothetical or abstract;" and there exists "a real and substantial controversy admitting of specific relief through a decree of a conclusive character."

Aetna Life Insurance Company v. Haworth, 300 U. S. 222.

See also *Adams Mfg. Co. v. Storen*, 304 U. S. 307; *Wright v. Central Kentucky Natural Gas Co.*, 297 U. S. 537; *Colorado National Bank of Denver v. Bedford, Treasurer*, 310 U. S. 41.

* * *

The provisions of the Alabama statute here challenged constitute a portion of a growing body of legislation which is directed at labor organizations. All of this legislation has emerged from states which have either been freshly industrialized or, in fact, have within their confines only scattered industries. The legislation does not spring from a developed experience with those practices of labor organizations which the legislation purports to regulate. On the contrary, the states in which this legislation has emerged have assumed and anticipated evils which have not moved more industrialized states to apply similar sanctions. Indeed, where experience has accumulated in the states now sponsoring anti-union legislation, it is precisely in the area where experience has developed that regulation has been withheld. Thus in Alabama the well-established railroad labor organizations whose functioning should logically furnish a mirror for any abuses of labor organizations have been exempted from the statute here challenged.

A broad view of the legislative picture yields definite conviction that the legislation of which the challenged provisions are typical has been sponsored to weaken labor organizations as such rather than to protect the public from their abuses. Petitioners are concerned with the growth of this crusade to sterilize the exercise of rights which we are convinced are vital to the national interest. If newly-industrialized states are to be permitted to prevent the existence and functioning of labor organizations within their confines on the basis of anticipated evils, we fear that the healthy and important

process of labor union formation and functioning may be quarantined in wide areas of our country. We believe that the legislative devices whereby this process is being furthered ignore basic constitutional values which this Court has taken within its stewardship. Moreover if each state is to be permitted to erect a toll house for the collection of a price upon payment of which labor organizations may function, we will jeopardize the solution of problems in this area which can only have a federal solution. The functioning of labor organizations and their relationships to employers sensitively touch the very springs of a federal economy. The existence of the provisions here challenged serves to checker-board this field, to place a basically interstate problem upon an artificial state and regional level, to set vast areas of this country in which labor unions have been successfully integrated into industrial society at a competitive disadvantage and to reopen in those areas problems which have now happily received a definitive solution.

The requirements of the Constitution as well as the practical needs of a federalized economy both reject the challenged provisions.

CONCLUSION

It is respectfully submitted that Sections 7 and 16 of the Alabama Act are contrary to the Constitution of the United States and that the decision of the Alabama Supreme Court should be reversed.

Respectfully submitted,

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CLERK

IN THE
SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1944

No. 855

CONGRESS OF INDUSTRIAL ORGANIZA-
TIONS, et als,

Petitioners,

v.

ROBERT E. McADORY, et als,

Respondents.

ON WRIT OF CERTIORARI TO THE SUPREME
COURT OF THE STATE OF ALABAMA

BRIEF FOR RESPONDENTS

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· IN THE
SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1944

No. 855

CONGRESS OF INDUSTRIAL ORGANIZA-
TIONS, et als,

Petitioners,

v.

ROBERT E. McADORY, et als,

Respondents.

ON WRIT OF CERTIORARI TO THE SUPREME
COURT OF THE STATE OF ALABAMA

BRIEF FOR RESPONDENTS

OPINION BELOW

The opinion of the court below (R. 220) is reported in 20 So. (2d) 40, and was rendered on December 7, 1944.

STATEMENT AS TO JURISDICTION

Jurisdiction is asserted by petitioners under the provisions of the Act of Congress of February 13,

1935, Section 237-b, 28 U.S.C.A., Section 344-b.

The power and jurisdiction of this court under Article 3, Section of the Constitution of the United States is hereinafter discussed.

STATEMENT OF THE CASE

This suit was instituted by petitioners, certain labor organizations and officers thereof, against the respondents, the Solicitor of Jefferson County, Alabama, and the Sheriff of Jefferson County, Alabama, under the Declaratory Judgment Statute of Alabama, (Title 7, Sections 156-168, Code of Alabama 1940) seeking to declare as unconstitutional the Bradford Act (General Acts of Alabama of 1943, page 253) and certain sections or provisions thereof.

The validity of Sections 7 and 16 are the only separate sections or provisions involved in this case.

The facts contained in petitioners "Statement of Facts" are substantially correct with the following exceptions:

1. Respondents deny that the Act by its terms or in effect imposes a license upon labor organizations or imposes any annual fee or tax, but only a nominal recording fee of \$2.00, for recording the financial report for the preceding year.

2. It is not admitted that the members of labor organizations, individually, engage in the same activities as the labor organization.

3. The record shows that the policy and practice of C.I.O. labor organizations is to exclude employees who have the right to hire and discharge; and also to exclude professional employees too close to management or in positions involving policy making, or those employed in higher technical branches of an industry. (R. pages 124, 125, 126, 127).

See Article III of Constitution of International Union, United Steelworkers of America, C.I.O., pages 4-5, petitioners' Exhibit No. 1, where it is provided:

"No person having the power, in the management of any mill or factory, to hire or fire shall be eligible for membership.

"Persons having supervisory power, excluding the right to hire and fire, shall be eligible to membership subject to the approval of the Local Union and the International Executive Board."

See Section I of Agreement between Tennessee Coal, Iron and Railroad Company and United Steelworkers of America, petitioners' Exhibit No. 3, in which it is provided:

"The term 'employee', as used in this Agreement, applies only to members of the Union, excluding salaried employees, foremen,

assistant foremen, supervisors in charge of any classes of labor, watchmen, guards, and confidential clerical employees, regardless of method of compensation, (but not excluding other clerical employees on an hourly wage-rate basis)."

See also definition of "employee" in Section I of Agreement between Tennessee Coal, Iron and Railroad Company and United Steelworkers of America, (Local Union No. 2210) petitioners' Exhibit No. 4.

See Article III of Constitution of International Union, United Steelworkers of America, C.I.O., adopted May 13th, 1944, petitioners' Exhibit No. 9.

4. Certain labor organizations followed the practice of organizing separate unions or organizations for professional or technical employees. (R. 125, 126, 127).

ARGUMENT

I

NO CASE OR CONTROVERSY IS HERE PRESENTED WITHIN THE POWER AND JURISDICTION OF THIS COURT UNDER ARTICLE III, SECTION 2 OF THE CONSTITUTION OF THE UNITED STATES.

The record in this case does not show all of the facts and circumstances with respect to the activities or functioning of each of the petitioners as labor.

organizations, in the same manner as would be involved in a suit to enforce the civil penalty imposed under Section 18 of the Bradford Act against labor organizations for a violation of the provisions of the Act. While it may be assumed from the record that the acts of the local labor organizations are sufficient to show that they are functioning within the State of Alabama, it does not clearly appear that the C.I.O. and other National Labor Organizations are performing such acts within Alabama as would constitute functioning in this State within the meaning of the Bradford Act; and the court below has not specifically passed upon the legal effect of the acts of the various labor organizations included as petitioners in this cause.

For a further discussion of this point, reference is here made to Argument I in the brief for respondents in case No. 588, Alabama State Federation of Labor, et als, v. McAdory, et als, herewith submitted, which argument is here adopted.

II

SECTIONS 7 AND 16 OF THE BRADFORD ACT ARE REASONABLE REGULATIONS ADOPTED BY THE STATE IN THE EXERCISE OF ITS POLICE POWER, ARE NOT ARBITRARY, AND THEREFORE DO NOT CONFLICT WITH ANY PROVISION OF THE CONSTITUTION OF THE UNITED STATES.

For a full discussion of the validity of these two sections, reference is here made to brief by respondents filed in this court in case No. 588, Alabama State Federation of Labor, et als. v. McAdory, et als, the rationale of which brief is here adopted.

On the right of the State in the exercise of its police power to regulate labor organizations we cite the following additional authorities:

Hotel and Restaurant Employees International Alliance v. Wisconsin Employment Relations Board, 236 Wisc. 329, 295 N. W. 634, 315 U.S. 437, 62 S. Ct. 706, 86 L. Ed. 946.

Christoffel v. Wisconsin Employment Relations Board, 243 Wisc. 332, 10 N. W. (2d) 197. Certiorari denied by the Supreme Court of the U. S. October 25, 1943, 64 S. Ct. Rep. 90.

United States v. Southeastern Underwriters Association, 322 U.S. 533.

Cf. *Lochner v. New York*, 198 U.S. 45, 49 L. Ed. 937, 25 S. Ct. Rep. 539.

The occasion or necessity for State regulation of labor organizations may be partly attributed to the fact that no regulation of the activities and affairs of the labor organization itself is incorporated

in the National Labor Relations Act. For a discussion of the National Labor Relations Act with respect to this omission, and for a discussion of certain differences between the National Labor Relations Act and the Railway Labor Act, see dissenting opinion of Mr. Justice Jackson in *Wallace Corporation v. National Labor Relations Board*, 89 L. Ed., Pamphlet No. 4, pages 184, 189 to 196.

III

THE "FUNCTIONING" OF A LABOR ORGANIZATION IN ALABAMA IS A LOCAL ACTIVITY, SUBJECT TO STATE REGULATION IN THE EXERCISE OF THE POLICE POWER.

Petitioners in this case make the contention that the Bradford Act constitutes a regulation of interstate commerce, based upon the theory that activities of national or international labor unions are carried on in various states, and the labor conditions in one state affect labor conditions in another. They cite as authority for this contention the case of *International Text Book Company v. Pigg*, 217 U.S. 191 in which it was held that the State of Kansas had no power to require a corporation engaged solely in interstate commerce to file a statement with the Secretary of State as a condition to the exercise of its privilege to conduct such business. That case is clearly distinguishable from any facts involved in the case at bar, for the reason that there the activity was interstate commerce, not subject to state regula-

tion, whereas the functioning of a labor organization constitutes the exercise of a local privilege, irrespective of the fact that the members of the organization may be employed by an employer who is engaged in interstate commerce.

CONCLUSION

It is respectfully submitted that this cause should be dismissed as not presenting a case or controversy within the power or jurisdiction of the court necessitating a decision upon the constitutional validity of the Bradford Act or of Sections 7 or 16 thereof; or that the judgment of the court below should be affirmed.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing brief and argument was mailed, postage prepaid to Hon. Crampton Harris, First National Building, Birmingham, Alabama, counsel for petitioners, on the 21st day of March, 1945.

William N. McQueen

**WILLIAM N. McQUEEN,
ACTING ATTORNEY GENERAL,**

OF COUNSEL.

SUPREME COURT OF THE UNITED STATES.

No. 855.—OCTOBER TERM, 1944.

Congress of Industrial Organizations,
an Unincorporated Association,
Philip Murray, Individually, etc.,
et al., Petitioners,
vs.

On Writ of Certiorari to
the Supreme Court of
the State of Alabama.

Robert E. McAdory, as Solicitor of
Jefferson County, Alabama, et al.

[June 11, 1945.]

Mr. Chief Justice STONE delivered the opinion of the Court:

This suit, brought in the state courts of Alabama for a declaratory judgment adjudicating the constitutional validity of the Bradford Act, No. 298 Alabama Laws of 1943, (Code 1943, Tit. 26, §§ 376, *et seq.*), and for an injunction, is a companion case to No. 588, *Alabama State Federation of Labor v. McAdory*, decided this day.

Petitioners are the Congress of Industrial Organizations, a national labor organization, and certain affiliated labor organizations, whose members are employed within the State, and certain of their officers. Petitioners brought the present suit in the State Circuit Court against respondents who are county officers charged with the duty of enforcing the Act, praying a declaratory judgment that the Act as a whole and particularly §§ 7 and 16, among others, are unconstitutional under the Federal and State Constitutions, and are invalid because in conflict with the National Labor Relations Act, and praying that an injunction issue.

After a trial upon evidence the Circuit Court adjudged certain sections of the Act, not here in issue, to be invalid in whole or in part. In other respects it held the Act constitutional and valid. It found that the evidence disclosed no effort on the part of respondents to enforce the provisions of the Act declared to be invalid and accordingly denied an injunction. On appeal the Supreme Court of Alabama affirmed, — Ala. —, for the reasons

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stated in its opinion in the *Alabama State Federation of Labor* case.

We granted certiorari, — U. S. —, on a petition which urged that §§ 7 and 16 of the Act deprive petitioners of their civil rights in violation of the constitutional guarantees of free speech and assembly; that §§ 7 and 16 conflict with the National Labor Relations Act, 49 Stat. 449, 29 U. S. C. § 151 *et seq.*; and that § 7 denies petitioners the equal protection of the laws guaranteed by the Fourteenth Amendment on the ground that its provisions have not been extended to employers' associations, and that the Act excludes from its operation labor organizations which are subject to the Railway Labor Act, 45 U. S. C. § 151 *et seq.*

The record shows that the respondents have agreed not to enforce § 7 of the Act until the final decision as to the section's validity by this Court in *Alabama State Federation of Labor v. McAdory*, No. 588, *supra*. Since we have held in that case that it is inappropriate to pass upon the constitutional validity of § 7 on the record presented, we cannot say that the present proceeding is adversary as to § 7. The Court will not pass upon the constitutionality of legislation in a suit which is not adversary, *Bartemeyer v. Iowa*, 18 Wall. 129, 134-5; *Chicago & Grand Trunk R. Co. v. Wellman*, 143 U. S. 339; *Atherton Mills v. Johnston*, 259 U. S. 13, 15; *Coffman v. Breeze Corps.*, 323 U. S. 316, 324, or in which there is no actual antagonistic assertion of rights. *Cleveland v. Chamberlain*, 1 Black 419; *Swift & Co. v. Hocking Valley Ry. Co.*, 243 U. S. 281, 289; *Norton v. Vesta Coal Co.*, 291 U. S. 641; *United States v. Johnson*, 319 U. S. 302.

Upon an examination of the record in this case we find that it shows that petitioners or some of them have members who are employed in the State of Alabama in industries whose employees are subject to the National Labor Relations Act, and that they act in the State and are certified as bargaining representatives of such employees under the Act. But the extent to which they act in the State as bargaining representatives of employees in industries which are not subject to the National Labor Relations Act does not appear, and consequently the record affords no adequate basis for an adjudication of the extent to which for that reason the petitioners or some of them may be rightly subject to local regulation even though they also represent employees in other industries which are subject to the National Act.

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The record does not show whether or not petitioners provide insurance benefits for their members. The State Supreme Court has construed §16 as inapplicable whenever it would otherwise "interfere with or void any insurance contract now in existence and in force" and, as construed, has held it valid as applied to petitioners. On this state of the record we are unable to say to what extent § 16 can be deemed applicable to members of any of petitioners because of existing insurance arrangements. For this and the other reasons, stated in our opinion in the *Alabama State Federation of Labor* case the record does not present a case calling for decision of the constitutional validity of § 16 as applied to any existing union members.

Petitioners nevertheless assert that they intend to admit such supervisory employees as members in the future, and that the Supreme Court of Alabama in the *Alabama State Federation of Labor* case has held that such future "executive, administrative, professional, or supervisory" employees are not excepted from the provisions of § 16 by reason of their acquisition as such employees of insurance benefits. Although there is evidence in the record indicating that some of petitioners who have non-supervisory members admit to membership employees whom they designate as "supervisory" in the words of the statute, and will continue to do so, there is also evidence that they do not admit supervisory employees who have the right to "hire and fire." The Supreme Court of Alabama did not in its opinion in this case or in the *Alabama State Federation of Labor* case define the statutory language "executive, administrative, professional, or supervisory employee." Thus on the basis of the record before us we do not know whether those employees which petitioners intend to admit to membership are such as are included in § 16. We do not know that § 16 will not be interpreted to embrace only those employees which have the authority to employ and discharge employees. And so it does not appear that the statute will be applied so as to raise the federal question which we are asked to decide.

Further the contention that § 16 conflicts with the National Labor Relations Act, cf. *Hill v. Florida*, No. 811, decided this day, was not passed on by the Circuit Court, was not raised by assignment of error in the Alabama Supreme Court, and that court did not pass on that question either in its opinion in this case or in its

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opinion in the *Alabama State Federation of Labor* case which it adopted as controlling. The Alabama Supreme Court will not consider errors which have not been assigned, *Rowland v. Plummer*, 50 Ala. 182, 197; *Pettibone-Taylor Co. v. Farmers Bank*, 156 Ala. 666; *Malaney v. Ladura Mines Co.*, 191 Ala. 655; *Nichols v. Hardegree*, 202 Ala. 132; *Halle v. Brooks*, 209 Ala. 486, or which have not been specifically and precisely raised in the assignments of error, *Kinnon v. Louisville, etc. R. Co.*, 187 Ala. 480; *Carney v. Kiser Co.*, 200 Ala. 527; *Hall v. Pearce*, 209 Ala. 397, 399; *Jackson Lumber Co. v. Butler*, 13 So. 2d 294, 298. Since the State Supreme Court did not pass on the question now urged, and since it does not appear to have been properly presented to that court for decision, we are without jurisdiction to consider it in the first instance here. *Caperton v. Bowyer*, 14 Wall. 216, 236; *Halbert v. City of Chicago*, 202 U. S. 275, 280, 281; *Dorrance v. Pennsylvania*, 287 U. S. 660; *Chandler v. Manifold*, 290 U. S. 665; see also *Flournoy v. Wiener*, 321 U. S. 253; *Charleston Fed. Sav. & Loan Assoc. v. Alderson*, No. 400, this term, slip opinion, page 2 and cases cited.

We find no other factual differences calling for comment between the case presented by the record here and that presented in the *Alabama State Federation of Labor* case. Our decision here is therefore controlled by our decision in that case. The question raised as to the equal protection of the laws is too unsubstantial to merit review. The other issues, as presented by the record now before us, are, for reasons stated at length in our opinion in the *Alabama State Federation of Labor* case, inappropriate for decision in a declaratory judgment proceeding. The writ of certiorari is accordingly

Dismissed.